

DEPARTMENT OF THE ARMY
 HEADQUARTERS FORT DEVENS
 Fort Devens, Massachusetts 01433-5000
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Civilian Personnel
 CIVILIAN PERSONNEL ADMINISTRATION MANUAL

SUMMARY. This memorandum covers procedures and policies to be utilized at Headquarters, Fort Devens. It describes civilian personnel entitlements and procedures and provides general information.

APPLICABILITY. This memorandum applies to Headquarters Fort Devens directorates and staff activities and all other activities serviced by the Fort Devens Directorate of Civilian Personnel. It is both informative and directive in nature.

SUGGESTED IMPROVEMENTS. The proponent of this memorandum is the Directorate of Civilian Personnel (DCP). Users are invited to send comments and suggested improvements on DA Form 2028 (Recommended Changes to Publications and Blank Forms) directly to Headquarters Fort Devens, ATTN: AFZD-CP, Fort Devens, MA 01433-5240.

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* This supersedes FD Memorandum 690-1, dated 2 January 1987, with Change 1, FD Policy Memo 89-16, dated 14 Nov 89, and FD Policy Memo 91-1, dated 15 Jan 91.

CHAPTER 1

POSITION MANAGEMENT AND CLASSIFICATION

1-1. Basic to accomplishing missions in an efficient and economical manner are the effective management and establishment of positions through job analysis and evaluation. Position management and classification are fundamental to securing, retaining, and motivating a work force which is adequate in number and quality. To sustain this objective, it is essential that, in accordance with laws, rules, regulations, and guides, all employees be paid equitably and that pay rates bear a direct relationship to the level of skill and responsibility of the work performed. The method of achieving equitable treatment is the Position Classification System for the General Schedule and the Job Grading System for the trades and labor occupations. Classification and compensation systems are not the same thing, but to ensure equitable compensation, a system for pricing work is necessary. The private sector, as well as the public sector, has some scheme of compensation or pay. For the public sector, Classification is the system for determining salary ranges within the compensation system.

1-2. The processes of job analysis, job evaluation and position management are treated separately in Army regulations. However, these processes and steps are interrelated to the extent that the satisfactory accomplishment of each part, and the total process, requires they be considered and understood in relation to each other. For example, a more thorough, expeditious position inquiry can be conducted and position grouping best accomplished when job structuring and job description requirements are considered and understood; a better job description can be prepared when the job evaluation criteria are taken into consideration; and the evaluation of the job can be accomplished more expeditiously and accurately when positions have been grouped and the job is described adequately and concisely.

1-3. Within the Federal Government policy to make optimum use of manpower resources, specific command objectives of the Army position management and classification program have always been:

- a. To ensure that jobs are accurately classified in accordance with the U.S. Office of Personnel Management and Department of the Army position classification and job grading standards.
- b. To establish a position structure which will best serve mission needs by providing optimum balance among such factors as economy, efficiency, skills utilization, employee motivation, and employee development.
- c. To contribute to Federal objectives of a continuing increase in employee productivity by full and economic utilization of civilian positions and by minimum use of supervisory and administrative support positions.
- d. To take positive actions to eliminate unwarranted fragmentation of grade controlling duties or any disproportion of managerial and supervisory employees to total employment which unnecessarily increase total payroll costs.
- e. To avoid continuing those positions which become vacant if their duties can be redistributed, eliminated, or reduced in cost without seriously affecting the accomplishment of essential functions.
- f. To lend maximum support to equal employment opportunity, affirmative action goals, upward mobility, and competitive merit placement programs through establishment of effective job structures.
- g. To assure that the duties and responsibilities of positions are clearly delineated, do not conflict with the duties of other positions, and serve as an effective aid in recruitment, placement, career progression, performance appraisals, and awards.
- h. To assure that job analysis is accomplished effectively and that job descriptions are current and specific, not vague or overwritten.

1-4. The purpose of position classification is defined as assuring equitable pay treatment for employees. The three dimensions of pay equity are:

- a. Like pay treatment for like work.
- b. Differences in pay for differences in knowledge and skill (qualification) requirements.
- c. Reasonable alignment with private industry pay rates.

1-5. The vastness of the Federal service and the wide variations in the kinds and levels of work performed make it enormously difficult to accomplish this objective on a Government-wide basis. Consequently, sophisticated systems have been developed to achieve the goal.

1-6. In Army, there are two basic position classification systems: the Classification Act and the Federal Wage System. The Classification Act system applies to white-collar positions which consist of professional, scientific, technical, administrative, and clerical positions. The Federal Wage System covers blue-collar positions involving trade and craft work, skilled and unskilled manual labor, equipment operation and maintenance, and supervision of such work.

1-7. The processes used to assure pay equity under both system are essentially the same. The work assigned to a position is analyzed and documented in a job description. The work is compared to established standards which prescribe certain grades for given kinds and levels of work. The position is assigned the highest grade for which it fully meets the criteria described in the standards. This grade determines the rate of pay for the position based on set pay schedules which specify pay rate ranges for each grade. Thus, similarities and differences in rates of pay result from similarities and differences in the kinds and levels of work assigned to positions.

1-8. What aspects of a position are important or significant in establishing its relative value for pay purposes under these position classification systems? Since classification standards prescribe grades for given kinds and levels of work, factors or elements are used in standards to distinguish grades. These factors will be examined in detail in later sections dealing with job evaluation.

1-9. Job analysis is the process of gathering information about positions (position inquiry), grouping positions into jobs., and describing jobs. The primary purpose of job analysis is to provide sufficient information to establish a basis for position establishment and job evaluation and to provide a basis for determining the qualifications and special placement factors for staffing purposes. Job analysis also serves other management purposes. To facilitate administration, management requires some device whereby its activities may be broadened from a concentration upon individual positions to a concentration upon groups of positions which may be treated alike for specific purposes and upon the structuring of positions to accomplish organizational missions. Job analysis serves these purposes by providing factual written information about positions and by grouping positions into jobs, as appropriate. Such information is basic to and facilitates other activities, such as recruitment, examination, selection, placement, performance appraisal, reduction-in-force, organization analysis, and manpower utilization studies.

1-10. In other words, "job analysis" is another name for the systematic preparation for job pricing. Job analysis is learning all that is practical about each duty of each position. The manager or supervisor must know each duty of each position and their relationship of one to another. The job analysis process consists of several steps. The first step is to collect facts about the duties of positions in the organization. This fact gathering process is the most time consuming but is necessary, since it provides the foundation for the remainder of the job analysis process.

1-11. The second step in job analysis is the grouping of positions having nearly identical major duties into a job; either a new job or a previously established job.

1-12. The third step is the preparation of the job description. As the supervisor, you know your program , functions, and procedures. However, you must also ensure that you fully understand the relationship of your subordinate positions to each other. Once you have all the background information about the duties of your positions, you will find that steps 2 and 3 above become relatively easy to complete. As you gather information in step 1, seek answers to the following questions:

- a. What work is done? (Identify each separate and distinct duty actually performed and officially assigned and, where pertinent, the percentage of time for each duty. In some cases, a duty may be composed of only one or two tasks.)
- b. How is the work done? (Determine the manner in which each duty is performed, the personal contacts involved, the methods and processes involved, and the tools and equipment employed.)
- c. Why is the work done? (The purpose for and effect of performance of each duty and the tasks of which it is composed.)
- d. What are the controls over the work? (The direction, instruction, and guidance customarily received from a supervisor or others; the controls imposed by established policies, regulations, procedures, practices, and precedents; and the reviews, checks, and inspections to which the work is subject in process and upon completion.)
- e. Under what conditions is the work done? (The conditions of physical environment within which the duties are performed.)
- f. What are the skills, knowledges, and abilities required to do the work?
- g. How often is the duty performed? (Is it a recurring duty; what is the proportion of time spent on each duty?)

This process is also known as the “position inquiry” in classification literature and terminology.

1-13. The second step, position grouping, is the process of grouping positions into jobs or identifying and matching new positions with existing jobs. On the basis of facts gathered in the position inquiry, position grouping is used to reduce the multiplicity of similar positions and to help achieve the policy of like treatment for like positions.

1-14. Army requires that all positions at an installation and serviced activities having identical or nearly identical supervisory controls, major duties, working conditions, physical demands, and job related criteria will be grouped into one job. Major duties are nearly identical when they are of the same grade level and series and are closely related as to methods, techniques, knowledges, skills, and abilities required to accomplish the major duty.

1-15. Upon completion of the position inquiry, the information gathered will be reviewed and the major duties of the position determined. In determining major duties of a position, it is necessary first to identify all of the duties.

1-16. A duty is a series of closely related tasks usually performed in a given sequence which results in the same end product or purpose and requiring the same or closely related knowledges, skills, and abilities. A duty is a major duty when the end product or function served by its performance constitutes the paramount and preponderant reason for the establishment or existence of the position.

a. Major duty under the Classification Act, both Factor Evaluation System (FES) and non-FES. Any duty will constitute a major duty if it occupies 25 percent or more of the incumbent’s time or is sufficiently different from the other major duties of the position to require additional entrance qualifications or extensive post assignment training.

b. Major Duty under Federal Wage System (WG). Any duty that occupies the employee time on a regular or recurring basis will constitute a major duty.

1-17. Duties, which do not meet the above criteria for major duty, such as those duties required to meet emergency needs or duties performed in the absence of another person will not be described.

1-18. If one or more separate tasks represents knowledges or skills which evaluate at a higher (or lower) level, separate duty paragraphs are required

1-19. If identification of duties has been properly done, identification of major duties will generally not be difficult. Duties which constitute the essential and basic reason for establishment or existence of the position, and those which

occupy 25 percent or more of an incumbent's time should be readily recognized. It is believed that most major duties will be covered by one of these two criteria.

1-20. There is no predetermine "right number" of major duties for a job. What is considered adequate in one situation may not be sufficient in a completely different setting. The desired result is to prepare job descriptions in a manner which will best serve management and mission accomplishment purposes.

1-21. All positions being considered should be examined in terms of their characteristic factors, such as knowledge required, supervisory controls, physical demands, and working conditions.

1-22. If these factors are substantially like those of an established job, the position(s) will be identified with that job; no further job analysis or job evaluation is necessary. If these factors are unlike those of an established job, the position(s) will constitute a new job. Where there is a reasonable doubt that a position under study is sufficiently similar to permit matching, the position will be considered to be a different job.

1-23. If there is a standardized job description that is applicable in accordance with DA Pamphlet 690-41, it should be used.

1-24. Fort Devens Memorandum 11-1, Managing the Civilian Budget, contains policy guidance for managers who have been delegated classification authority. Detailed technical guidance on many classification matters can be found in "Position Management and Classification for Managers". Supervisors and managers can request a copy of this booklet from Personnel Services Division 3.

CHAPTER 2

SELECTING AND ASSIGNING EMPLOYEES

2-1 TYPES OF EMPLOYEES AND APPOINTMENTS.

a. Federal employees are either “temporary,” “excepted service,” “veterans’ readjustment,” “career-conditional,” or “career” and are either GS or WG. These terms refer to the types of appointment and the type of pay schedule, respectively, which determine eligibility for various rights and privileges.

b. Type of Appointment.

(1) Temporary. Work is of a temporary nature. Such appointments are initially limited for up to one year and may be extended for up to four years. Therefore, competitive status is not acquired and the employee is not eligible for promotion or any other internal movement.

(2) Career-Conditional. This type of appointment is made from an Office of Personnel Management (OPM) certificate or from a competitive certificate issued from the Fort Devens delegated examining unit and confers permanent status. A career-conditional employee must complete three years of substantially continuous federal service before conversion to a career appointment.

(3) Career. “Career-Conditional” employees are converted to “career” appointments upon completion of three years of substantially continuous creditable service. A break in service of 30 calendar days or less is not considered as having interrupted the three years of continuous service. Career employees have higher tenure than that of career-conditional employees.

(4) Veteran Readjustment Appointment. An excepted appointment of a veteran who served in the Armed Forces for at least 180 days and entered:

(a) On or before 7 May 1975 and continued serving after that date. The veteran must have been separated with a better than dishonorable discharge or was discharged because of a service connected disability and either had a service connected disability, or served in Vietnam or another campaign of the Vietnam era for which a badge or medal is authorized.

(b) After 7 May 1975 and was separated with other than a dishonorable discharge or was discharged because of a service connected disability.

(5) Excepted Service. Consists of employees who are not in the competitive service. Some examples of the Excepted Service Program under which individuals are hired include the following:

- (a) Cooperative work-study program;
- (b) Summer and student employment programs; and
- (c) Physically handicap program.

(6) Reinstatement. Former federal employees who have had “career” status may be reinstated to a vacant position for which qualified at any time. Reinstatement after “career-conditional” tenure must be within three years following date of separation, except for former employees entitled to veteran's preference where reinstatement eligibility is indefinite. Reinstatement to a position at a higher grade than the person last held or to a position with known promotion potential must be made under competitive procedures.

2-2 TO FILL A VACANCY. When an authorized vacancy exists, the procedure outlined below will be followed.

a. Complete Standard Form 52 (Request for Personnel Action) and forward, through channels, to the DCP.

b. The federal merit promotion policy requires that positions in the competitive service be filled on the basis of merit, as prescribed in law and regulation. The policy generally applies to promotions, reassignments, transfers, reinstatements, appointments of federal employees from the OPM registers. The merit policy is carried out through an equitable and systematic evaluation of all eligible candidates against reasonable and job related criteria. The procedure assures that an adequate number of highly qualified candidates incurs the following responsibilities when filling jobs:

(1) Anticipating personnel needs and initiating recruitment action to obtain candidates in sufficient time to allow for proper selection.

(2) Cooperating with the appropriate representatives of the DCP in determining special job requirements above basic OPM qualification standards which are essential for full job performance.

(3) Promptly completing all appraisals of employee performance or potential which may be required in the evaluation process.

(4) Serving as a member of rating/ranking panels or making employees available to serve as members of such panels for the purpose of identifying highly qualified and best qualified candidates for referral.

(5) Promptly releasing employees selected for promotion.

(6) Furnishing advice and providing developmental opportunities to employees.

c. Names of the best qualified candidates will be furnished by DA Form 2600 (Referral and Selection Register), from the DCP. Selections will be made from this source. Detailed instructions will be provided at that time regarding the selection procedures to be followed.

d. The authority to select an applicant from among the names of eligible certified by the DCP rests with the appropriate supervisor. Prior to making a selection, it is essential that all applicants who have been certified by the DCP be fully considered without regard to such factors as race, sex, religion, color, and/or other non-merit factors. Under no circumstances may a commitment be made to any applicant except by the DCP.

2-3 ASSIGNMENTS. Each employee will be hired into a specific job. Should changes in assignments become necessary, supervisors will follow established DCP procedures for making such changes.

2-4 REASSIGNMENTS.

a. If, in the best interest of the employee or the service, a reassignment of an employee is deemed necessary or desirable, the supervisor will initiate a Standard Form 52.

b. Action to reassign an employee or to change an employee's duties may not be taken until authorized by the DCP.

c. Temporary employees may not be reassigned.

2-5 DETAILS. Civilian employees may be detailed when such action will relieve a temporary shortage of personnel, will reduce an exceptional volume of work, or meet other temporary needs for services. Details to higher grade positions may be for a period of 120 days or less without competition. When employees are detailed for more than 30 days, the supervisor will initiate a Standard Form 52 and also explain in writing the reason for the detail, the duties to be performed, and the expected length of the detail. Employees do not have to meet OPM qualifications criteria when detailed to another position.

2-6 MERIT PLACEMENT PROGRAM. Organizations serviced by the Fort Devens DCP operate under Fort Devens Regulation 690-7, Civilian Personnel Merit Promotion Regulation. Areas covered by this information are: policies and responsibilities, program improvements, competitive actions, areas of consideration, procedures, non competitive actions and actions accomplished without competition.

CHAPTER 3

REDUCTION IN FORCE (RIF)

3-1 RIF PROCEDURES. When an agency of the Federal government finds it necessary to demote, furlough, or separate a civilian employee because of consolidations, realignments, relocations, closures, reclassification due to change in duties or exercise of reemployment rights, it accomplishes this by applying reduction in force (RIF) procedures. Organizations comprise a variety of competitive areas for RIF purposes.

3-2 CONSIDERATIONS. Full consideration will be given to length of Federal service (including creditable military service), type of appointment, veteran preference, and performance. Retired military personnel hired after 1964 do not receive veteran preference for RIF unless their retirement was based upon combat disability or on less than 20 years of active military service.

3-3 ELIMINATION PROCEDURES. When an agency determines the number and kinds of jobs to be eliminated, it must then be determined which employees will be affected. To do this, the following procedure must be followed. All employees, within the same competitive area, holding positions in a competitive level (all positions in the same grade which are sufficiently alike as to kind of work that the employee concerned can be readily and efficiently shifted around in their daily work without undue interruption to the work program) are ranked in order of their retention standing which is based on:

- a. Type of appointment.
- b. Veteran preference (10-point veteran does not get more preference than a 5-point veteran).
- c. Length of service.
- d. Performance rating. Additional service is added for the average of the last three performance ratings. In determining this average, the value assigned to each performance rating of record is as follows:
 - (1) Twenty additional years of service for each performance rating of exceptional.
 - (2) Sixteen additional years of service for each performance rating of highly successful.
 - (3) Twelve additional years of service for each performance rating of fully successful.
 - (4) No additional service credit is given for performance ratings below fully successful.

3-4 RANKING OF EMPLOYEES. When employees in a competitive level are ranked on the retention register, the descending order of retention shows them in the following order (combining tenure group and subgroup into a retention category), starting at the top:

Group I - Career Employees

- Subgroup AD - Veterans with a disability of 30% or more
- Subgroup A - All other veterans
- Subgroup B - Nonveterans

Group 11 - Career Conditional Employees

- Subgroup AD - Veterans with a disability of 30% or more
- Subgroup A - All other veterans
- Subgroup B - Nonveterans

Group III - Nonstatus Employees on Nontemporary Appointments

- Subgroup AD - Veterans with a disability of 30% or more
- Subgroup A - All other veterans.
- Subgroup B - Nonveterans

3-5 RESPONSIBILITY. The DCP will have sole responsibility for making appropriate determinations and taking all necessary actions to effect any reduction in force in accordance with Federal Personnel Manual, Chapter 351 and Manual Army Regulation 690-300, Chapter 351.

3-6 STOPPER LIST. The DM Priority Placement Program (Stopper List) is an automated job referral system which provides the means for matching displaced employees with vacancies within the Department of Defense. Its purpose is to provide maximum stability in the career civilian work force.

CHAPTER 4

EVALUATING WORKER PERFORMANCE - PERFORMANCE MANAGEMENT SYSTEM (PMS)

4-1 OBJECTIVE. Performance management is an ongoing communication process between the supervisor and his/her employees. It begins at the start of each rating period with the development of performance standards which identify what is to be accomplished and how accomplishments will be measured. This communication process continues informally as supervisors give day-to-day feedback to their employees and formally when supervisors and employees meet at the midpoint of the appraisal period and at the end of the appraisal period, when the annual performance appraisal is completed. Keeping employees informed of their job performance improves communication between supervisors and subordinates and helps motivate employees to work toward achieving the organization's goals.

4-2 GENERAL. AR 690-400, Chapter 430, Performance Management, is a readable regulation which every supervisor should obtain, read, and refer to often. The guidance which follows cannot substitute for the AR, but will supplement it with some helpful hints. This chapter will focus primarily on the Performance Management System (PMS) since it applies to most employees serviced by the Directorate of Civilian Personnel (DCP) at Fort Devens, and to a lesser extent on the Performance Management and Recognition System (PMRS) which applies to GM-13, -14, and -15 positions.

4-3 COVERAGE.

a. All civilian employees paid from appropriated funds are covered by PMS. Employees on a time limited appointment of less than 120 days in a consecutive 12 month period are excluded.

b. Performance management System includes the following:

- (1) Performance planning.
- (2) In-progress reviews.
- (3) Written performance appraisals.
- (4) Linkage to other personnel decisions.

4-4 RESPONSIBILITIES. It is the combined responsibility of the employee, the DCP, and the supervisor to make the system work.

a. The employee will:

- (1) Participate with supervisors in developing performance plans.
- (2) Perform duties to meet or exceed performance requirements.
- (3) Propose needed changes to performance plans.
- (4) Identify work problems. Cooperate with supervisors in resolving problems and setting objectives for improving work performance.
- (5) Complete assigned training to meet current or future job performance needs.

b. The Directorate of Civilian Personnel will:

(1) Provide advise and assistance to supervisors and managers in carrying out their performance management responsibilities.

(2) Provide supervisors and managers adequate performance training opportunities and technical advise on policies and procedures.

(3) Notify supervisors of due dates for annual appraisals.

(4) Evaluate performance management requirements and provide feedback to supervisors and managers.

c. The Rating Supervisors will:

(1) Communicate organizational goals and objectives and priorities to employees.

(2) Encourage employees to participate in the development and revision of performance plans.

(3) Discuss performance plans with employees. Provide the employee with a copy of the performance plan within 30 days of the beginning of each rating period and as plans are revised.

(4) Evaluate performance. Counsel employees on progress and areas needing improvement. Assist in improving job performance, particularly when performance falls below Fully Successful levels.

(5) Prepare proposed performance appraisal in a timely manner. Discuss proposed ratings with other rating official(s) prior to the required discussion with the employee. The Approving Official has final authority.

(6) Use the results of the performance appraisal as a basis to train, reward, reassign, promote, reduce in grade, retain, or remove employees from the Federal service.

4-5 THE PERFORMANCE PLAN.

a. A performance plan is the written record of an employee's critical and noncritical elements and performance standards. DA Form 5397 (Civilian Performance Plan) is used to record the performance standards. The DA Form 5397 will be completed in duplicate for each employee within 30 days of the beginning of his/her rating period. The rating period is normally one year but not less than 120 days under an approved performance plan. A performance plan is required for each employee detailed or assigned permanently or temporarily to a position for 120 days or more.

b. By law, all employees must have written performance standards. Further, these standards must be realistic, attainable, measurable, trackable, consistent with the employee's officially assigned duties, and in place for at least 120 days before an employee can be rated. The supervisor should discuss the plan with the employee within 30 days of the beginning of the rating period. When new supervisors are assigned, they will review and discuss performance plans with employees within 30 days of their arrival. During the rating period, performance plans will be reviewed and updated as needed.

c. In setting performance standards, the first step is to identify the major elements of the job. A good place to start is the job description and its breakout of major duties (although there can be other logical ways to break down a job). A performance standard is a statement of the expectations or requirements established by management and should incorporate objectives, goals, program plans, work plans, or other similar means that account for work results. A performance standard is a measurable statement(s) describing quality, quantity, timeliness, manner of performance, and/or cost effectiveness. A well defined performance standard will provide a reliable yardstick to measure the employee's accomplishments. It should be written at the Fully Successful level. It must be high enough to motivate the employee toward excellence, and low enough to be met by a competent employee.

d. The number of major elements should be between two and six. After identifying the major elements, determine which are critical and which are noncritical. Every plan requires at least one critical and one noncritical element, except for intern positions where all elements are critical.

(1) A critical element is a major component of a job consisting of one or more duties and responsibilities which are of such importance that unacceptable performance of the element would result in unacceptable performance in the position. This could warrant removing the incumbent of the position from the Federal service.

(2) A noncritical element is a major component of the job which does not meet the definition of a critical element, but is nonetheless important enough to warrant appraisal and assignment of an element rating.

e. The following are some cautions and suggestions in developing performance standards:

(1) Standards of conduct will not be included in performance standards, e.g., tardiness, absenteeism, and insubordination. Similarly, personal traits are not appropriate unless they are clearly job related and can be documented and measured, e.g., interpersonal relationships, resourcefulness, and dependability.

(2) Avoid absolute standards. An absolute standard is one which allows no margin for error, ever. The courts have held that, generally, absolute standards are an abuse of management discretion. Exception can only be made where a single error could result in loss of life, great monetary loss, or breach of national security. While perfect performance is certainly the goal, absolute standards should be extremely rare.

(3) Standards must be measurable. A standard which just describes what job is to be done but which does not describe how you are going to measure how well it is done is of no value. A good example is: "Processes service requests in accordance with governing regulations and standard operating procedures." As written, this standard is not measurable and can even be interpreted as an absolute standard which does not allow even a single failure. An alternative standard would be: "Not more than three times is counseling required for failure to process service requests in accordance with governing regulations and standard operating procedures."

(4) Avoid use of percentages. To be useful, a standard must allow you to track an employee's performance with a minimum of effort and recordkeeping. A standard which reads: "Types documents with 95% accuracy" may be measurable, but taking any kind of action against an employee would be extremely difficult. Unless you kept track of every single document the employee typed during the year and the percentage returned as unacceptable, you would have no case. It could even be argued that, with such a standard, you would have to count and divide the number of typographical errors by the number of correctly typed characters on every piece of correspondence during the entire rating period. Thus, while a standard may be measurable, it may not be trackable.

(5) Avoid use of vague modifiers. Modifiers which are not explicit allow for multiple interpretations by both the employee and the supervisor regarding the work results expected and the measurements being used. A rule of thumb to go by is: Any word ending in "ly" is not normally going to get across to your employees the idea you want it to convey (that is, as long as it's something besides "daily," "weekly," "monthly," "quarterly," etc., which are all pretty specific). Words such as "continuously" and "always" are two examples of vague modifiers which should be replaced with more concrete measurements.

(6) Job elements citing multiple standards. A number of the standards written for job elements are normally prepared as task-specific components, each with their own measurements. While this practice is not wrong, emphasis is placed on the Merit Systems Protection Board's ruling that failure by an employee to meet one component of a job element, especially a critical element, could result in a finding that the job element as a whole was not met. In essence, the final outcome would be detrimental to the employee in that it could result in a summary rating of less than Fully Successful. It also places a burden on both the employee and supervisor to prove, in instances where "multiple standards" are being measured, that the element was or was not met in its entirety. To overcome this drawback, the supervisor/rating official must inform the employee of the value attached to each component of the job element, and to emphasize the probability that failure to meet even one component will result in the element as a whole not being met. This should be discussed with the employee upon recertification of the plan and during progress reviews. Adding a statement to the end of the plan that the significance of multiple standards to job elements has been discussed and is fully recognized by both the employee and supervisor/rating official is also advisable. Including such a statement on the plan could preclude any misunderstanding arising from an appeal of the rating or in any possibly resultant performance-based action.

f. Experience has shown that probably the best single way to identify what is required for acceptable performance is to focus on the number of times you have to counsel an employee because of unacceptable work or because you have received a complaint that you have substantiated as valid. One of the three following generic standards can be applied to nearly every situation:

- (1) "Not more than _____ instances during the rating period is counseling required because of failure to produce acceptable work within established time frames."
- (2) "Not more than _____ instances during the rating period is a complaint received and substantiated by the supervisor as valid that the employee failed to provide courteous, responsive service."
- (3) "Not more than _____ instances during the rating period is counseling required because of failure to comply with governing regulations, directives, policies, or established operating procedures."

The number of errors or complaints allowed could, of course, depend on the nature of the employee's work. An engineer who works on a dozen complex, major projects in a year would be allowed fewer errors than a clerk who types a dozen documents in a day.

g. Finally, a common criticism of standards which focus on numbers of errors is that they are negative in tone. The point is well taken. Most of your employees want to excel; your job is to lead their efforts in the right direction. It is important to keep in mind that there are two purposes to performance management, a negative aspect and a positive aspect. The negative aspect is the need to take action against any employee who cannot or will not perform. The positive aspect is to motivate employees to perform at their best.

4-6 PROGRESS REVIEW.

- a. Supervisors should periodically appraise the employee's performance. Strengths and weaknesses should be addressed during periodic counseling sessions to assist the employee in improving work performance.
- b. Supervisors will hold progress reviews at the mid-point of the employee's rating period as a minimum. Mid-point reviews will be documented on the Standard Form 7-B (Employee Record Card).
- c. Whenever an employee's performance fails to meet a critical or noncritical element, the supervisor will inform the employee of the performance deficiencies and assist the employee to improve performance. The supervisor should contact DCP for assistance.

4-7 PERFORMANCE APPRAISALS.

- a. After the rating period ends the appraisal will be prepared on DA Form 5398, with each major element rated as MET, NOT MET, NOT RATED, or EXCEEDED. Justification is required for any element rating of Not Met or Not Rated, and is also required for any rating of Exceeded unless the overall summary rating level is Fully Successful. The rating must be completed, to include all signatures, within 45 days after the end of the rating period.
- b. Written performance ratings. See Table 4- 8.
- c. One of five summary rating levels, based on assigned individual element ratings, will be used to describe the quantity of overall job performance. Determining the summary rating is based on the following.
 - (1) EXCEPTIONAL. Exceeds performance standards for ALL critical and noncritical elements.

(2) **HIGHLY SUCCESSFUL.** Exceeds performance standards for the MAJORITY of critical elements and meets performance standards for all other critical elements, and at least meets performance standards for all noncritical elements.

(3) **FULLY SUCCESSFUL.** At least meets performance standards for all critical and noncritical elements.

(4) **MINIMALLY SUCCESSFUL.** At least meets performance standards for all critical elements and fails to meet performance standards for one or more noncritical elements.

(5) **UNACCEPTABLE.** Fails to meet performance standards for one or more critical elements.

d. After the rating period ends, the rating supervisor will prepare a proposed DA Form 5398 (Civilian Performance Rating). The supervisor will consider performance during the entire rating period. Thus, consideration will be given to performance compared with the employee's current performance plan and performance under other plans, e.g., special ratings and summary ratings transferred with employees from other Federal agencies.

e. Performance ratings will be reviewed and approved by officials at a higher level in the organization than the rating supervisor. Rating supervisors will discuss proposed performance rating with other rating officials before discussion with employees. Mutual agreement among rating officials will be sought, but the approving official has final authority. When the commander is the rating supervisor, higher level review/approval is not required.

f. After the employee signs the performance rating, the supervisor will make distribution. If the employee refuses to sign and date the rating, the supervisor will attempt to resolve the issue(s). If not resolved, the supervisor will note the employee's refusal in Item 19, enter the date, and distribute the rating.

g. When a rating official is not able to participate in the preparation of a performance rating (e.g., extended illness, resignation, reassignment, etc.), it will be done by the next level supervisor by the due date.

h. DA Form 2443 (Commendation Certificate) will be presented to employees rated Exceptional. Only one certificate will be used if an Exceptional rating and a performance award cover the same period.

I. A request for extension of an annual performance rating must be submitted in writing to the DCP, PSD 5.

4-8 LINKING PERFORMANCE APPRAISALS TO PERSONNEL DECISIONS.

a. **Recognition, Training, and Other Corrective Actions.** When an employee exceeds or fails to meet performance requirements, the supervisor should immediately follow up with recognition, training, and/or other corrective action. It is most important to remember that follow-up action must be timely to be effective for both the employee and management. Recognition for the employee who meets or exceeds performance requirements may be informal, (e.g., a pat on the back or note of thanks) or formal (e.g., a letter of appreciation or a performance award). Corrective action to assist the employee who fails to meet performance requirements includes on- or off-the-job training, or counseling by an agency official. This assistance gives the employee a chance to improve and meet performance requirements. The supervisor must not wait until the end of the rating period to correct unacceptable performance, otherwise he/she would be remiss in performing his/her duty of helping subordinates improve.

b. **Retention During Reduction-in-Force (RIF).** An Exceptional rating adds 20 years to creditable service for RIF purposes, a Highly Successful rating adds 16 years, and a Fully Successful adds 12 years. The rating used in calculating creditable service is that which is on record on the day the RIF notice was issued.

c. **Within-Grade Increases.** A GS employee must meet or exceed current performance standards for all major job elements to perform at an acceptable level of competence.

(1) A within-grade increase will be granted when the employee's most recent annual rating is Fully Successful or higher and the employee currently is meeting or exceeding performance for all major elements.

(2) A within-grade increase should be denied if the employee's current performance with respect to any major job elements is unacceptable, regardless of the employee's most recent annual rating. A Federal Wage System employee who is otherwise eligible for a within-grade increase will receive the increase when the employee's most recent annual rating is Fully Successful or better. This occurs without regard to the employee's current performance. When it is determined that a within-grade increase should be withheld, contact the DCP for assistance.

d. Reassignment, Reduction in Grade, or Removal. When an employee fails to meet performance standards for one or more critical elements of the position, he/she must be informed of performance deficiencies, be counseled and otherwise assisted to improve performance and allowed reasonable time for the standards to be met. In any of these efforts, the supervisor should contact the DCP for assistance in meeting regulatory requirements to reassign, demote, or remove the employee.

4-9 GRIEVANCES INVOLVING THE PERFORMANCE APPRAISAL PROCESS. See Chapter 8-4.

TABLE 4-8

WRITTEN PERFORMANCE RATINGS

TYPE OF RATING	RATING PERIOD	RATING REQUIREMENTS	DUE DATES	RATING PERIOD EXTENSIONS	REMARKS
1. Annual Rating	<p>a. The annual rating period will normally cover a 12-month period, except that the rating period for career interns will cover a 6-month period for the first year of internship.</p> <p>b. The annual rating period for GM employees is 1 July thru 30 June.</p> <p>c. Rating periods for PMS employees are determined by local commanders. Generally, at Fort Devens, the employees date of hire is used to determine rating period (i.e. an employee hired on 1 July will have a rating period that extends from 1 Jul to 30 Jun.) The minimum annual appraisal period is 120 days under an approved performance plan.</p> <p>d. Rating periods may not be shortened or lengthened except for the reasons stated elsewhere in this table. Normally, a employee who remains in the same position and same organization for an entire rating period will receive only one annual rating.</p>	<p>a. A rating will be prepared as of the end of employee's scheduled rating period including extensions.</p> <p>b. A rating will be prepared : (1) [For PMS Employees] As of the date the supervisor leaves if departure is less than 120 days before the end of the rating period; (2) As of the date a (PMS) employee moves to another Army position if departure is less than 120 days before the end of the rating period; (3) When performance improves to a Fully Successful or higher level 120 days or more after assignment or a summary rating below Fully Successful.</p> <p>c. When an acceptable level of competence determination is due for employees described in (1) and (2) below, a rating will be prepared as soon as the minimum rating period (120 days) requirement is met.</p> <p>(1) The employee has been reduced in grade because of unacceptable performance and has served (at the lower grade) at least 120 days under an approved performance plan for that position.</p> <p>(2) The employee does not have a rating of record in any position within 90 days before the end of the waiting period and has not had an opportunity to demonstrate acceptable performance because he/she has not been informed of the specific requirements for performance at an acceptable level of competence.</p>	Within 45 days following the end of the rating period, unless otherwise specified.	<p>a. Rating periods may be extended not to exceed 120 days unless special circumstances exist. Rating period extensions for GM employees are authorized by this paragraph for non-pay purposed. Rating periods for GM employees may not be extended beyond 30 September for pay purposes. (See AR 690-500, Chap. 540.) Situations in which extensions are appropriate follow:</p> <p>(1) To meet the 120-day minimum rating period (mandatory)</p> <p>(2) To provide a new supervisor an opportunity to observe an employee's performance against current requirements when information concerning the employee's past performance during the rating period is not available.</p> <p>(3) To appraise employees whose overall performance has been less than Fully Successful due to a personal problem (e.g., illness, alcoholism, drug abuse, or other handicapping conditions), and performance shows evidence of improvement.</p> <p>(4) To provide an employee who has been notified of failure to meet the performance standards for one or more critical elements of the position an opportunity to improve performance (mandatory)</p> <p>b. Rating periods will not be extended because a performance plan is revised less than 120 days before the end of</p>	<p>a. Scheduled annual ratings will be deferred while employees, other than GM employees and new supervisors or managers, are serving probationary or trial periods. When deferred, the rating period for the first scheduled annual rating will begin the first day of the ninth month of the probationary period and will end no earlier than the end of the probationary period. The first scheduled annual rating may cover a period of less or more than 12 months but will cover at least 120 days.</p> <p>b. Special ratings and summary ratings transferred from other Federal agencies will be considered in determining the annual rating and attached to the rating.</p> <p>c. A GM employee's transferred rating under b(1) or (2) of Rating Requirements will become the rating of record for pay purposes if unable to rate employee within 120-day minimum period by 30 September.</p>

the current rating period.
In such cases, the
original plan will be
used for the current
rating period and the
revised plan will be used
starting with the next
rating period.

TABLE 4-8
WRITTEN PERFORMANCE RATINGS - Continued

TYPE OF RATING	RATING PERIOD	RATING REQUIREMENTS	DUE DATES	RATING PERIOD EXTENSIONS	REMARKS
1. Special Ratings	<p>a. The minimum special ratings period is 120 days (within the annual rating period) under an approved performance plan.</p> <p>b. Ratings periods for special appraisals end:</p> <p>(1) When an employee moves to another position 120 days or more before the end of the rating period.</p> <p>(2) At the end of the employee's annual rating period and/or the end of the temporary assignment, as appropriate.</p>	<p>a. Special ratings will be prepared when:</p> <p>(1) A temporary assignment of 120 days or longer ends either within or outside DA.</p> <p>(2) The annual rating period ends during a temporary assignment which has lasted at least 120 days.</p> <p>(3) An employee who has been under a performance plan 120 days or longer moves from one position to another during the rating period or moves to a position in another agency.</p> <p>a. An acceptable level of competence (ALOC) determination is not consistent with a GS employee's most recent rating of record. This special rating of record for ALOC determination purposes only.</p> <p>b. Preparation of special ratings for PMS employees should be considered when a supervisor leaves.</p>	30 days after the end of the special rating period	Not applicable.	<p>a. Performance plans for temporary assignments should be prepared no later than 30 days after the beginning of a temporary assignment expected to last 120 days or longer.</p> <p>b. Rating officials will rate each job element and assign a summary rating when preparing a special rating.</p> <p>c. Special ratings will be considered by the rating officials when preparing the annual rating.</p>

CHAPTER 5

TRAINING/EMPLOYEE DEVELOPMENT AND CAREER MANAGEMENT

5-1 TRAINING AND EMPLOYEE DEVELOPMENT.

a. General. Training and employee development are joint responsibilities of the supervisor and the employee. The training and developing of employees to achieve their highest level of performance and potential is an essential part of supervisory duties. Both the supervisor and the employee must be aggressive and realistic in their search for developmental opportunities for better job performance, new skills training, upward mobility, and employee growth which serves the organization.

b. Identifying Training Needs.

(1) All employees are expected to be qualified to perform their assigned duties effectively. Training needs are those which are necessitated by a lack of skill, knowledge, or ability required to carry out a given task, program, or mission.

(2) Situations which may generate training needs are:

(a) A change in mission or program.

(b) The introduction of new technology.

(c) New work assignments.

(d) The lack of certain skills.

(e) A need to improve present performance.

(f) Anticipation of future staffing needs.

(3) All training must be related to the current job or to future duties in planned developmental assignments.

c. Sources of Development. There are five sources of training or employee development:

(1) Government - Agency. Training given by DM which includes training given by the Army Reserve Technician Training Center, service schools, training teams, planned on-the-job training sessions, correspondence courses, etc. Such training is usually skills oriented refresher training or for teaching new skills. Information on available courses is provided in:

(a) DA Pamphlet 351-4, U.S. Army Formal Schools Catalog.

(b) TRADOC Pamphlet 350-1, U.S. Army Service Schools and Army Training Centers.

(c) DA Pamphlet 351-20, Announcement of Army Correspondence Courses.

(d) DM 5010.16-C, Defense Management Education and Training Catalog.

(2) Government - Interagency. Training given by an agency other than DOD, such as the Office of Personnel Management (OPM). For information concerning OPM or other interagency courses, contact Personnel Services Division 5 or your training coordinator.

(3) Non-Government (designed for the agency). Training developed and given expressly for a Department of the Army (DA) unit by an individual, company, educational institution, professional association, etc., under contract to DA or any unit of DA.

(4) Non-Government (“off-the-shelf”). Standard training or educational experience offered by a company, professional association, educational institution, or other source (e.g., university courses; professional symposia; and/or technical, business, or vocational school courses).

(5) State or Local Government. Training given by a state or local government agency activity. (This does not include educational courses or training provided by state or local educational institutions. These are covered in paragraph 5-1c(4) above.)

d. Counseling Employees. First-level supervisors should counsel employees on a regular basis and training needs and opportunities. Supervisors should keep in mind that training is a tool of management used for accomplishing the mission. Assigning employees to training is comparable to assigning work. Not all employee-initiated training requests are job and mission related. The counseling sessions should include discussions on and resolution of what the government will support (job-related training) and what is properly self-developmental (employee’s own time and expense). Final authority for determining job or mission relatedness of courses rests with the DCP.

e. Key Training Considerations. Prior to assigning employees to training, certain factors must be considered.

(1) Funds must be available in your activity budget.

(2) Training must be provided without regard to race, color, religion, sex, national origin, or age.

(3) Merit promotion procedures must be followed in selecting career or career-conditional employees for training that is given primarily to prepare trainees for advancement and that is required for promotion.

(4) All training must be directly related to performance of official duties by the employee being trained and for the purpose of increasing that employee’s knowledge and skills in the performance of official duties.

(5) The training of an employee through non-government facilities for the purpose of filling a position by promotion is prohibited if there is another employee of equal ability and suitability who is fully qualified and available at or within a reasonable distance from the place(s) where the duties of the position to be filled are performed.

(6) The selection and assignment of an employee for training through a non-government facility, or the payment or reimbursement of the cost of such training, is prohibited when it is solely for the purpose of providing an opportunity for an employee to obtain one or more academic degrees.

(7) Prior to authorizing training at a non-government facility, the official authorized to approve such training must determine that no adequate or reasonably available resource(or facility exists within DOD or within another Federal agency for meeting the training need. All requests for non-government training must be approved by Personnel Services Division 3 Prior to class registration.

f. Accomplishing identified Training. First-level supervisors must ensure that identified training needs are met. They should nominate employees for the appropriate courses. Training schedules must be coordinated with workload considerations. All training nominations must be routed through the DCP, which is the approving authority for all non-government and government training. Current nominating forms include:

(1) DA Form 145 (Army Correspondence Course Enrollment Application) - Complete one copy and forward to the DCP. The “THRU” address will normally be the Directorate of Civilian Personnel. The approving official will be the Chief of Training and Development.

(2) DD Form 1556 (Request, Authorization, Agreement, Certification of Training and Reimbursement) - Used for all instances of civilian training except DA correspondence courses. Instructions for completion of DD Form 1556 are provided at figure 5-1 through 5-3.

g. Evaluating Training. Evaluation is as important as the training itself. Each instance of training or each training program must be evaluated. Every training course has specific objectives. These objectives should have been compared to the employee's identified needs to determine if the needs be provided by the course. Upon completion of the course, the extent to which it produced the desired changes in the employee's knowledge, skill, or performance must be analyzed. Did the training accomplish what was intended? Were the results worth the time and money spent (salary included)? Has the employee been allowed to implement and use these newly acquired skills, knowledges, and abilities? Too often, employees return from training only to perform the same way as before. As a minimum, supervisors should discuss the training with the returning trainee to find out what was learned and how it can be used on the job. In many cases, the trainee can be called upon to brief fellow employees on course highlights. Supervisors and employees must complete copy 9 of the DD Form 1556 upon training completion and return it to the DCP, ATTN: AFZD-CP-PSD3, for review.

h. Reporting Training.

(1) Training of four hours or more conducted at the installation by any activity will be reported to the DCP on DD Form 1556. The DD Form 1556, if properly completed, contains all information required for training reports and, when signed by the Training Officer and placed in the individual's Official Personnel Folder (OPF), becomes the official document certifying completion of the training. Training certificates are not official training records.

(2) The DCP reports all training of four hours or more that uses government time, money, facilities, or other resources. The Office of Management and Budget (OMB), Headquarters, DA, and Congressional appropriations committees use this information to establish future DA budget allocations. The accuracy of reports of training to the DCP directly affect future training budgets.

(3) Reporting of training is also necessary to keep the employee's OPF current. A up-to-date OPF containing information on an employee's recently completed training is necessary when the employee is being considered for promotion. An employee may have the most current training, but if it is not reflected in the OPF it cannot be evaluated with his/her promotion application.

5-2 CAREER MANAGEMENT.

a. General. The objectives of career management are to meet DA staffing needs in professional, technical, and administrative jobs common to met activities through planned intake, central referral, and career development.

b. Administration. Locally, career management is the joint responsibility of the employee, supervisor, Activity Career Program Manager (ACPM) and the DCP. The governing regulation is AR 690-950. This regulation is the Army's merit promotion regulation for career program positions. ACPMs are instructed by AR 690-950 to obtain enough copies of the regulation through local publications to give one to each career employee and their supervisors.

c. Career Referrals. The DA career management referral system is used to fill positions shown in Table 5-1 at either the major command (MACOM) or DA level. Locally developed announcements and referrals are sometimes used when the central inventories do not produce sufficient candidates.

TABLE 5-1
CAREER MANAGEMENT

CAREER PROGRAM	DA-WIDE REFERRAL LEVEL	MACOM-WIDE REFERRAL LEVEL
Ammunition Specialist (33)	GS-11 and above	NA
Automatic Data Processing (23)	GS/GM-13 and above	NA
Civilian Personnel Admin (10)	GS/GM-13 and above	GS-12 (Opt)
Commissary Management (29)	GS-9 and above	NA
Communications (25)	GS-12 and above	NA
Comptroller (11)	GS/GM-13 and above	GS-12
Education (31)	GS-12 and above	GS-11
Engineers and Scientists (18) (Resources and Construction)	GS/GM-14 and above	GS/GM 12 -13
Equal Employment Opportunity (28)	GS-12 and above	NA
General Intelligence (19) (Security Admin, GS-080, GS-1810)	GS-10 and above	NA
General Intelligence (GS -132 and related series)	GS-13 and above	NA
Housing Management (27)	GS-11 and above	NA
Librarian (21)	GS-9 and above	NA
Manpower and Force Management (26)	GS-12 and above	NA
Materiel Maintenance Management (17)	GS/GM-13 and above	NA
Public Affairs and Communication Media (22)	GS-12 and above	GS-11
Quality Assurance Specialist (20) (Ammunition Surveillance)	All Grades	NA
Quality and Reliability Assurance (15)	GS-12 and above	NA
Records Management (30)	GS-11 and above	NA
Safety Management (12)	GS-12 and above	NA
Supply Management (13)	GS/GM-13 and above	NA
Training (32)	GS/GM-13 and above	NA
Transportation Management (24)	GS/GM-13 and above	NA

**--> NOTE: Figure 5-1 "Sample request, Authorization, ... Government Facility"
has NOT been scanned into this document
See original hard copy FD Memo 690-1, page 5.5**

**--> NOTE: Figure 5-2 “Sample Request, Authorization, ... Non-Government Facility”
has NOT been scanned into this document
See original hard copy FD Memo 690-1, page 5.6**

--> NOTE: Figure 5-5 "General Instructions: Sample Request, ..."
has NOT been scanned into this document
See original hard copy FD Memo 690-1, page 5.7

CHAPTER 6

INCENTIVE AWARDS

6-1 ADMINISTRATION OF PROGRAM. Personnel Services Division 5 (PSD5), Directorate of Civilian Personnel (DCP), administers and coordinates the incentive Awards Program for Fort Devens and provides technical staff assistance on all incentive awards matters. "Supervisor's Handbook for Incentive Awards" is an easy desk reference for supervisors and may be obtained at DCP (PSD5).

6-2 EMPLOYEE RECOGNITION.

a. Informal Recognition. Two methods for improving morale, stimulating a healthy working environment, and encouraging peak performance in subordinates include verbal and written expressions of thanks. Such methods should be used to recognize individual employees or groups of employees for exceptional accomplishments or services when more formal recognition is not fully warranted. Letters of appreciation or commendation are especially appropriate for calling attention to specific instances of above-standard performance of official duties or work achievements which merit special recognition but do not meet the criteria for an official award.

b. Formal Recognition.

(1) Exceptional performance ratings and performance awards are but two means for formally recognizing employees for a job well done. Several other formal monetary and honorary awards are available for acknowledging outstanding or superior performance of duties, cost reduction, increased productivity, or community service by subordinates. Employee nominations for these awards should normally be initiated by the immediate supervisor and forwarded through the chain of command to PSD5 for procedural and regulatory review, higher level approval when required, and final processing.

(2) An employee should never be informed that he or she has been nominated for any kind of award. Doing this could create a serious morale problem if the award nomination is not approved.

(3) While use of incentive awards is intended to inspire employees to high-quality performance, an employee may normally only be recognized once for the same achievement during the soft time frame.

(4) When a performance appraisal is used as justification for an award, all narrative element rating explanations must show how a performance standard was exceeded in order to support the award nomination. Further, the performance plan covering the rating period appraised must be provided as back-up documentation.

(5) Timeliness of the award nomination should remain uppermost in a supervisor's mind when consideration is being given to officially recognize any employee. All formal award nominations, whether monetary or honorary, should be submitted as soon as possible after identification of the achievement or performance to be recognized. Timely action will emphasize the positive intent behind the award chosen and given.

6-3 MONETARY AWARDS.

a. Performance Award (PA).

(1) This award consists of a cash bonus based on a percentage of the employee's annual salary (not to exceed 10%) and a DA Form 2443 (Commendation Certificate) given in recognition of high-level performance for a specific period.

(2) Employee's organizational accomplishments, including overall contributions to mission accomplishments, should be major considerations when making recommendations for or approving Performance Awards.

(3) All appropriated fund employees may be considered for this award.

(4) Eligible employees with an Exceptional or Highly Successful rating of record for their most recent rating period may receive this award.

(5) Employees with a Fully Successful rating of record for their most recent rating period may also receive a PA. However, they must have exceeded at least one critical element

(6) The employee's immediate supervisor initiates the nomination for the PA in quadruplicate on DA Form 1256 (Incentive Awards Nomination and Approval). Approval must be obtained from Commanders, Directors, or Staff equivalents prior to submission of nomination for further processing.

(7) Documentation for the award consists of an Exceptional, Highly Successful, or Fully Successful rating of record for the employee's most recent rating period which show how the nominee exceeded his or her job elements. Additionally, the performance plan used as the basis for the rating must be submitted.

(8) Nominations should be submitted within 30 days of approval of the rating of record, with final action to be taken normally within 30 days thereafter.

(9) Employees will not receive automatic consideration or nomination for performance awards as a result of their performance appraisal ratings. Performance awards are discretionary with management and should only be used to reward past performance and as an incentive to stimulate productivity and high-quality performance.

(10) Receipt of one or more awards during the period of high-level performance being recognized does not prevent receipt of a PA unless the nomination for the PA is based on the same accomplishment(s) for which the previous award(s) were granted.

(11) Nominations for a PA are not appropriate, nor will they be approved, when:

- (a) Solely prompted by the impending departure of a supervisor or an employee; or
- (b) Solely prompted by the fact that the employee is currently at a pay rate subject to legal limitation (pay cap); or
- (c) An employee has received a previous Performance Award based in whole or in part on the performance currently being recommended for recognition.

b. Quality Step Increase (QSI).

(1) This award consists of an additional within-grade pay increase and a DA Form 2443 (Commendation Certificate) given in recognition of exceptional performance.

(2) Only General Schedule (GS) employees may be given a QSI.

(3) To be eligible for nomination, employees must have received an Exceptional annual rating for their current rating period.

(4) The employee's immediate supervisor initiates the nomination for the QSI in quadruplicate on DA Form 1256 (Incentive Awards Nomination and Approval). Approval must be obtained from Commanders, Directors, or Staff equivalents prior to submission of nomination for further processing.

(5) Documentation required to process the award includes the Exceptional rating of record for the current rating period and the performance plan used as the basis for that rating. A statement from the supervisor certifying that the employee is expected to remain in the same organization in the same or a similar position at the same grade level for at least 60 days must also be submitted.

(6) Nominations should be submitted within 30 days of approval of the rating of record.

(7) An employee may not receive more than one QSI in any 52 week period.

(8) Employees may not be given a QSI if they have previously received a Performance Award based in whole or in part on the performance currently being recommended for recognition.

(9) Receipt of a QSI will not change the effective date of the employee's normal within-grade pay increase unless such receipt places the employee in the fourth or seventh step of a grade. In that situation, the waiting period for the regular within-grade increase is extended by 52 weeks.

c. Special Act or Service (SAS) Award.

(1) A SAS is a cash award ranging from \$25 to \$25,000 given to recognize a meritorious personal effort, act, service, scientific, or other achievement accomplished within or outside of assigned job responsibilities. However, if the accomplishment being recognized is within assigned job responsibilities, the act or service must significantly exceed normal expectations.

(2) This award is used to recognize special one-time individual contributions or achievements. It is particularly appropriate for recognizing short-term accomplishments in a regularly assigned position, during a detail, at the end of a successful special project, or when another type of award is unsuitable. It may also be used to recognize civilian employee's ideas or improvements which result in tangible or intangible benefits that cannot be recognized under the Army Suggestion Program.

(3) All appropriated fund employees are eligible for consideration for this award.

(4) The act, service, or achievement must result in identifiable tangible and/or intangible benefits to the government and may involve more than one employee.

(5) The employee's supervisor or any individual having direct knowledge of the act, service, scientific, or other achievement, in coordination with the employee's supervisor, may initiate the award nomination. Approval must be obtained from Commanders, Directors, or Staff equivalents prior to submission of nomination for further processing.

(6) The award nomination must be submitted in quadruplicate on DA Form 1256 (Incentive Awards Nomination and Approval) with supporting documentation which identifies the benefit(s) to the government. Specifically:

(a) If the award nomination is based on measurable tangible benefits, the supporting data will show in detail how these benefits were computed. (The amount of the award, as based on benefits to the government, can be determined by reviewing Table 6-1, Quick Guide for Calculating Awards Based on Tangible Benefits).

(b) If the nomination is based on intangible benefits, the amount of the award is calculated using Table 6-2, Scale of Awards Based on Intangible Benefits. Justification must include a statement of the value of the benefit to the government, and must explain the extent of application appropriate for the achievement being recognized.

(7) Nominations should be submitted within 30 calendar days after the act, service, or achievement to be recognized, with final action to be taken normally within 30 days thereafter.

(8) The act or service for which nomination is submitted must not have served, either wholly or in part, as the basis for a previous Special Act or Service Award. Further, the SAS cannot be substituted for other personnel actions, pay, or other forms of recognition (e.g., Performance Awards, reclassification of jobs, retirement/separation recognition, etc.)

d. On-the-Spot (OTS) Award.

(1) The OTS is a lesser version of the Special Act or Service Award which allows for immediate recognition of day-to-day accomplishments of employees as they occur. While the award is a cash bonus, that bonus can only range from \$25 to \$250. Any nomination for such an award at an amount beyond the OTS's maximum \$250 figure, therefore, must be processed as a Special Act or Service Award.

(2) All appropriated fund employees are eligible for consideration for this award.

(3) The employee's immediate supervisor initiates the nomination for the OTS in triplicate on DA Form 1256 (Incentive Awards Nomination and Approval). Approval must be obtained from Commanders, Directors, or Staff equivalents prior to submission of nomination for further processing.

(4) Documentation required to support the award nomination consists of a short description of the employee's achievement, an indication that the award is an OTS, and the amount of the award.

(5) Because immediate reward is key to the OTS, original nomination packets (property completed) are to be hand carried to the Civilian Payroll Branch, Finance and Accounting Division, Directorate of Resource Management, as soon as possible after completion of the act or service being recognized. The remaining copies of the packets must be sent to Personnel Services Division 5 for recordkeeping purposes.

(6) No more than 30 days may pass between identification of the act or service for which the OTS is to be given and receipt by the employee of the award.

(7) There is no specific prohibition against the OTS being given as a group award. However, the maximum amount which may be given remains \$250, no matter how large the group of employees being recognized. Group awards for larger amounts must be processed as Special Act or Service Awards.

e. Shares Certificate (FtDevFm 418).

(1) The Shares Certificate is a small Special Act or Service Award given for demonstrated productivity. The amount of the award is \$50.

(2) All Fort Devens civilian employees may be considered for this award.

(3) The immediate supervisor issues the Shares Certificate as merited directly to the employee and prepares the nomination for the monetary portion of the award. This nomination must be submitted by the employee's immediate supervisor in quadruplicate on DA Form 1256 (Incentive Awards Nomination and Approval) as a Special Act or Service Award. Approval must be obtained from Commanders, Directors, or Staff equivalent prior to submission of the nomination for further processing.

(4) Documentation which must accompany the DA Form 1256 consists of the certificate given to the employee nominated.

f. Coin of Excellence.

(1) The Coin of Excellence is a small Special Act or Service Award given for one demonstrated instance of accomplishment in customer service. The amount of the award may not exceed \$50.

(2) All Fort Devens civilian employees may be considered for this award.

(3) The immediate supervisor issues a Coin of Excellence as merited directly to the employee and prepares the nomination for the monetary portion of the award. This nomination must be submitted by the employee's immediate supervisor in quadruplicate on DA Form 1256 (Incentive Awards Nomination and Approval) as a Special

Act or Service Award. Approval must be obtained from Commandeers, Directors, or Staff equivalents prior to submission of the nomination for further processing.

(4) Documentation supporting the nomination includes a written signed statement from the approval authority specifying the date the Coin was received by the employee nominated.

g. Civilian Employee of the Quarter/Year.

(1) The Fort Devens Civilian Employee of the Quarter/Year Program has been established to recognize civilian employees for outstanding achievement and overall contributions to their organizations or the community.

(2) Procedures for submission of nominations, including nomination criteria for each category, are provided at appendix A.

6-4 HONORARY RECOGNITION/AWARDS.

a. "Exceptional" Performance Rating. For an "Exceptional" annual performance appraisal rating, a DA Form 2443 (Commendation Certificate) will be furnished to the employing organization for completion and presentation to the employee at an appropriate ceremony.

b. Length of Service Emblem and Certificate. Length of Service recognition is given for any and all Federal service, including military service, provided one year of service has been as a civilian employee. A career service emblem/pin and a DA Form 2200 (Length of Service Certificate) will be awarded automatically to all eligible civilian employees as they complete 10, 15, 20, 25, 30, 35, 40, 45, and 50 years of satisfactory service. (Employees completing five years of service receive a certificate only. No emblem/pin is given for this amount of service.) Employees with 20 or more years of service will be invited to a length of service ceremony held in recognition of their service contributions.

c. Retirement Pin and Certificate. Each civilian appropriated and non-appropriated fund employee retiring under current applicable Office of Personnel Management or Department of the Army regulations will be presented a Department of the Army retirement pin, a DA form 4250 (Certificate of Retirement), and a DA Form 4251 (Certificate of Appreciation). The certificates and pins are provided by Personnel Services Division 5 and the Non-Appropriated Fund Division of the Directorate of Civilian Personnel, respectively, to the employing organization for presentation to the employee at an appropriate ceremony.

d. Superior Civilian Service Award.

(1) This is the third highest DA honorary award, ranking immediately below the Meritorious Civilian Service Award. Acts warranting consideration for this award consist of superior service/achievement(s) or heroism of a lesser degree than that recognized by the Meritorious Civilian Service Award. The award includes a medal, lapel pin, and certificate (DA Form, 5655 Superior Civilian Service Award). When the award is granted for a courageous act or competence in an emergency, a minimum cash award of \$300 will accompany the medal.

(2) All DA appropriated and non-appropriated fund employees may receive consideration for this award.

(3) Nominations for this award will normally cover at least a one year period of service, and must be submitted within six months following completion of the service/achievement(s) being recognized.

(4) The award nomination will be initiated by the employee's supervisor on DA Form 1256 (Incentive Award Nomination and Approval). The original and six copies of the nomination form are required, as is concurrence at each level below the Commander. Upon receipt of the complete package in the DCP, the concurrence of the Commander will be obtained prior to forwarding the nomination to the MACOM for final approval and processing. (These awards may only be approved by Commanders, 0-8 and above, and civilian equivalents.)

(5) A detailed narrative justification defining the service/achievement(s) contributed to the activity by the employee, along with a brief citation discussing said service/achievement(s) and the benefits realized by the organization must accompany the DA Form 1256.

e. Commander's Award for Civilian Service.

(1) This honorary award is the fourth highest award available to civilians in the Department of Army. It consists of a medal, lapel pin, and certificate (DA Form 4689, Commander's Award for Civilian Service). Employees who have established a pattern of excellence as recognized through previous receipt of one or more honorary or monetary performance awards should be considered for this award.

(20 All DA appropriated and non-appropriated fund employees may be considered for this award.

(3) Eligibility for this award will be determined by measuring an employee's contributions to the activity against the level of the achievement, which will be of a lesser degree than that recognized by the Superior Civilian Service Award. Examples of achievements appropriate for recognition via the Commander's Award for Civilian Service include:

(a) Accomplishment of supervisory or non-supervisory duties in an outstanding manner, such that they set an example of achievement for others to follow.

(b) Demonstrated initiative and skill in devising new or improved equipment, work methods and procedures, or conceiving inventions that result in considerable savings in manpower, time, space, materials, or other items of expense, or which contribute to improved safety or health of the work force.

(c) Demonstrated leadership in performing assigned duties that results in improvement to the unit's productivity.

(d) Rendering professional or public relations service which leads to considerable favorable publicity in the area where the activity or installation is located.

(e) Demonstrated courage or competence in an emergency and while performing assigned duties that results in benefit to the Government or its personnel.

(4) Nominations for this award must cover at least a one year period of service. They will be initiated by the employee's supervisor on DA Form 1256 (Incentive Awards Nomination and Approval) in quadruplicate. Concurrence in the award must be obtained at each level below the Commander prior to submission of the nomination to the DCP for further processing and final approval by the Commander. (These awards may only be approved by Commanders, O-6 and above, or those with court-martial authority, or general officers/civilian equivalents.)

(5) In order to support the award nomination, a narrative justification explaining in detail the employee's contribution(s) to the activity, as well as a proposed citation limited to 70 words highlighting the employee's significant achievements must be included in the nomination package.

f. Achievement Medal for Civilian Service.

(1) This is the fifth highest DA honorary award. It is given for noteworthy achievements of a lesser degree than those recognized by the Commander's Award for Civilian Service. The award consists of a medal, lapel pin, and certificate (DA Form 5654, Achievement Medal for Civilian Service).

(2) All Department of Army appropriated and non-appropriated fund employees are eligible for consideration for this award.

(3) There is no particular period of service which an award nomination of this nature must specifically cover. However, nominating officials are expected to exercise good judgment in identifying only those employees for recognition whose period of service is of sufficient duration to merit such distinction.

(4) The employee's supervisor is responsible for submitting nominations in quadruplicate on DA Form 1256 (Incentive Award Nomination and Approval). Appropriate concurrence must be obtained at each level below the Commander prior to forwarding the complete package for final processing and approval by the Commander. (These awards may only be approved by Commandeers, 0-5 and above, and civilian equivalents.)

(5) Documentation which must accompany the DA Form 1256 consists of a detailed narrative explanation of the employee's achievement, as well as a brief citation highlighting the significance of the achievement to the activity.

g. Other Honorary Awards. There are several other honorary awards such as the Decoration for Exceptional Civilian Service, the Meritorious Civilian Service Award, the Civilian Award for Humanitarian Service, the Certificate of Appreciation for Patriotic Civilian Service, and the Certificate of Achievement. For more information on these and other awards given by both Federal and non-Federal organizations, consult the Supervisor's Handbook for incentive Awards or contact Personnel Services Division 5.

6-5 AWARD NOMINATIONS.

a. Careful consideration must be given to an award nomination before it is signed by the nominating and approving officials and forwarded for processing. If a nomination is improperly or incompletely prepared, or if it is untimely submitted, it will be returned, either for correction or without action/disapproved. Some common reasons for returning award nominations are:

(1) Part or all of the achievement being recognized has been used to justify a previous award. To avoid the risk that an award nomination may be disapproved, do not include any previously recognized achievement in a subsequent award nomination.

(2) Proposed recognition is untimely. Such recognition is not in accordance with regulations and is also ineffective because its purpose is defeated.

(3) An improper approving authority has signed off on the nomination, or second-level approval has not been obtained.

(4) Necessary fund citations are missing.

b. Obstacles to Processing Performance Award nominations are:

(1) The performance plan submitted as back-up to the appraisal does not cover the same rating period for which the appraisal has been given.

(2) Appraisal periods overlap, thus enabling multiple opportunities for recognition.

(3) Narrative element rating explanations or justifications in support of element ratings of "exceeded" are missing.

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c. Obstacles specific to Quality Step Increase nominations are:

(1) The employee has left or will be leaving the position within 60 days.

(2) The supervisor's statement that the employee will remain in the same organization in the same or a similar position at the same grade level for at least 60 days is missing.

(3) A full 52 weeks has not elapsed since the same employee was ast awarded a OSI.

d. Finally, some common reasons for a Special Act or Service Award nomination to be returned are:

(1) Justification regarding the benefits to the government, especially the value of the intangible benefit and the extent of its application, are missing. (See Tables 6-1 and 6-2).

(2) The dates of the achievement are missing.

(3) Individual awards are submitted when a group award is more appropriate.

TABLE 6-1
QUICK GUIDE FOR CALCULATING AWARDS BASED ON TANGIBLE BENEFITS

Benefits	Award	Benefits	Award	Benefits	Award	Benefits	Award	Benefits	Award
Up to \$10,000	10%	50,000	2,200	90,000	3,400	170,000	4,050	1,800,000	12,200
11,000	1,030	51,000	2,230	91,000	3,430	175,000	4,075	1,900,000	12,700
12,000	1,060	52,000	2,260	92,000	3,460	180,000	4,100	2,000,000	13,200
13,000	1,090	53,000	2,290	93,000	3,490	185,000	4,125	2,100,000	13,700
14,000	1,120	54,000	2,320	94,000	3,520	190,000	4,150	2,200,000	14,200
15,000	1,150	55,000	2,350	95,000	3,550	195,000	4,175	2,300,000	14,700
16,000	1,180	56,000	2,380	96,000	3,580	200,000	4,200	2,400,000	15,200
17,000	1,210	57,000	2,410	97,000	3,610	225,000	4,325	2,500,000	15,700
18,000	1,240	58,000	2,440	98,000	3,640	250,000	4,450	2,600,000	16,200
19,000	1,270	59,000	2,470	99,000	3,670	275,000	4,575	2,700,000	16,700
21,000	1,330	61,000	2,530	101,000	3,705	325,000	4,825	2,900,000	17,700
22,000	1,360	62,000	2,560	102,000	3,710	350,000	4,950	3,000,000	18,200
23,000	1,390	63,000	2,590	103,000	3,715	375,000	5,075	3,100,000	18,700
24,000	1,420	64,000	2,620	104,000	3,720	400,000	5,200	3,200,000	19,200
25,000	1,450	65,000	2,650	105,000	3,725	425,000	5,325	3,300,000	19,700
26,000	1,480	66,000	2,680	106,000	3,730	450,000	5,450	3,400,000	20,200
27,000	1,510	67,000	2,710	107,000	3,735	475,000	5,575	3,500,000	20,700
28,000	1,540	68,000	2,740	108,000	3,740	500,000	5,700	3,600,000	21,200
29,000	1,570	69,000	2,770	109,000	3,745	550,000	5,950	3,700,000	21,700
30,000	1,600	70,000	2,800	110,000	3,750	600,000	6,200	3,800,000	22,200
31,000	1,630	71,000	2,830	111,000	3,755	650,000	6,450	3,900,000	22,700
32,000	1,660	72,000	2,860	112,000	3,760	700,000	6,700	4,000,000	23,200
33,000	1,690	73,000	2,890	113,000	3,765	750,000	6,950	4,100,000	23,700
34,000	1,720	74,000	2,920	114,000	3,770	800,000	7,200	4,200,000	24,200
35,000	1,750	75,000	2,950	115,000	3,775	850,000	7,450	4,300,000	24,700
36,000	1,780	76,000	2,980	116,000	3,780	900,000	7,700	4,360,000	**25,000
37,000	1,810	77,000	3,010	117,000	3,785	950,000	7,950	*Awards over \$10,000 require the approval of the Office of Personnel Management	
38,000	1,840	78,000	3,040	118,000	3,790	1,000,000	8,200		
39,000	1,870	79,000	3,070	119,000	3,795	1,050,000	8,450		
40,000	1,900	80,000	3,100	120,000	3,800	1,100,000	8,700		
41,000	1,930	81,000	3,130	125,000	3,825	1,150,000	8,950		
42,000	1,960	82,000	3,160	130,000	3,850	1,200,000	9,200	**Maximum award authorized by the Office of Personnel Management. A Presi- dential Award of up to \$10,000 may be paid in addition to the \$25,000.	
43,000	1,990	83,000	3,190	135,000	3,875	1,250,000	9,450		
44,000	2,020	84,000	3,220	140,000	3,900	1,300,000	9,700		
45,000	2,050	85,000	3,250	145,000	3,925	1,350,000	9,950		
46,000	2,080	86,000	3,280	150,000	3,950	1,400,000	10,200*		
47,000	2,110	87,000	3,310	155,000	3,975	1,500,000	10,700		
48,000	2,140	88,000	3,340	160,000	4,000	1,600,000	11,200		
49,000	2,170	89,000	3,370	165,000	4,025	1,700,000	11,700		

**--> NOTE: Table 6-2 "Scale of Awards ..." has NOT been scanned into this document
See original hard copy FD Memo 690-1, page 6.7**

CHAPTER 7

CONDUCT AND DISCIPLINE

7-1 OBJECTIVE. Although discipline is often associated with “punishment” or “penalty”, the broad objective of discipline is really to motivate employees to conform to acceptable standards of conduct and to maintain mature behavior and self-control. The most effective way to maintain overall discipline in the workplace is to set and communicate standards of conduct, and then to apply them fairly and consistently, thus establishing a climate of mutual respect and understanding.

7-2 CORRECTIVE ACTION. When misconduct occurs, the corrective action normally should be constructive, i.e., the least severe response needed to assist the employee in correcting his or her behavior and avoid future misconduct. If an employee engages in further misconduct, the additional responses should be progressive, i.e., increasingly severe. Only if an employee has engaged in several repeated acts of misconduct, or commits a particularly serious offense, should a severe, punitive disciplinary penalty be imposed. Whatever the severity, all disciplinary actions must be timely, based on evidence, and taken in conformance with applicable law or regulation. If a disciplinary action (see 7-4 below) is not called for, corrective action should come in the form of counseling, encouraging, and reminding.

7-3 DISCIPLINARY ACTIONS.

a. Informal Discipline. These are oral admonitions and written warnings. They are appropriate for relatively minor offenses. Supervisors may take them on their own initiative, without the assistance of the Management Employee Relations (MER) (PSD5) in the Directorate of Civilian Personnel (DCP), but may seek MER assistance.

b. Formal Discipline. These are written reprimands, suspensions, involuntary changes to lower grade, and removals. They are used for more serious offenses, or for repeated lesser offenses which have not responded to informal and/or less severe formal discipline. Supervisors must obtain DCP assistance and coordination before issuing any formal disciplinary notice to an employee.

7-4 PROCEDURES.

a. Informal Discipline. The supervisor will have observed the misconduct, received a credible report, and/or conducted an inquiry (to include giving the employee an opportunity to explain his/her version of the incident). After discussing the situation with the employee, the supervisor will decide whether or not discipline is necessary. If so, he/she will impose it promptly and in private. As should be the case with all types of discipline, the supervisor will identify the specific offense (to include the date, time, and place of occurrence), tell the employee why his/her act was an offense (e.g., what standard of conduct is involved, what is the effect of the employee’s action on his/her ability to do the job, on the ability of others to do their jobs, on the ability of the organization to accomplish its mission, etc.), warn the employee that further misconduct of any kind can result in more severe discipline. For an oral admonition, the supervisor meets with the employee and tells the individual that he/she is receiving an oral admonition. A written warning is a memorandum (Subject: Notice of Warning) which the supervisor gives to the employee in person. In either case, the SF-76 (Employee Record Card) is the only place which will contain a record of the action. (There will be no record of the action in the employee’s official personnel folder (OPF). The supervisor should request the employee to initial the entry to indicate knowledge of it.

b. Written Reprimands. The procedures begin with the observation, inquiry, and investigation which apply to informal discipline. The supervisor brings the matter to the MER unit’s attention, to include submitting any and all statements and other documentary evidence. MER will evaluate the case to determine whether the employee has committed an offense and if there is adequate evidence to support the action. (The MER specialist will investigate if and as appropriate, or specify what additional evidence may be necessary.) If discipline is appropriate and supportable, MER will tell the supervisor what range of options are available which conform to DA policy. If the supervisor decides to issue a reprimand, MER will draft the memorandum for the supervisor’s signature. The supervisor will sign it and issue it to the employee, after which DCP will file a copy on the left side of the OPF.

c. Suspension, Change to Lower Grade, Removal. Although more formal investigation and evidence is often involved, the preliminary process described above for reprimands applies to these actions. The difference lies in the process used in effecting one of these actions. Although the same individual legally can do both, in most agencies one level of management (usually the first level supervisor) proposes the action, and an individual above him/her in the chain of command decides whether or not to impose discipline. Under Chapter 75 of Title 5, U.S. Code, and DA policy, the employee is entitled to.

(1) A written notice which proposes the action. MER drafts the proposal, and in some cases, coordinates it with the Staff Judge Advocate (SJA) (i.e., does the evidence support a conclusion that the employee committed the offense?), and gives it to the supervisor for signature and presentation to the employee. The proposal informs the employee of the possible action and the earliest time when it can occur, the reasons for it (i.e., What did the employee do? Why was it wrong? What factors - such as prior offenses, agency policy, etc. - caused the supervisor to propose this particular penalty?), and the following employee rights:

(2) An opportunity to reply, no later than a specified date, to a specific individual. The reply is the employee opportunity - in person, in writing, by submission of documents, or by all means - to state why he/she believes the proposed action should not take place.

(3) Access to all of the material which management is using to support the proposal, as well as appropriate laws and regulations.

(4) Representation. With limited exceptions having to do with conflict of interest or conflict of position, this is anyone whom the employee chooses.

(5) A reasonable amount of official duty time to prepare and present the reply.

(6) Genuine consideration of the reply, if any, by the official who must decide whether or not to impose the proposed penalty.

(7) A written decision after the expiration of the reply period. The deciding official, after considering the proposal, the supporting material, the employee's reply, and relevant regulatory and legal guidance, must make from one to three decisions in the following order:

(a) Did the employee commit the offense(s)?

(b) If so, does the employee's act adversely affect the efficiency of the service?

(c) If so, is the proposed penalty appropriate?

7-5 EFFECTING PERSONNEL ACTIONS. Suspensions, changes to lower grade, and removals require a Standard Form 50B (Notification of Personnel Action). The deciding official will cause the necessary Standard Form 52 (Request for Personnel Action) to be issued to DCP after making his/her decision.

7-6 FRAUD, THEFT, AND INTENTIONALLY DISHONEST CONDUCT. It is essential that strong and effective measures be applied, consistent with applicable law and regulation, to those individuals who are found to have engaged in theft, fraud, or other intentionally dishonest conduct against the Army. It is the policy of the Army that any civilian employee found to have engaged in theft, fraud, or other intentionally dishonest conduct against the Army will be considered for removal from the Federal service. Any lesser penalty will require justifiable mitigating circumstances. It is the duty of all supervisors to ensure that this policy is implemented. This strong disciplinary posture is a necessary element in the Army's campaign against fraud, waste, and abuse. The vast majority of our civilian employees are honest, hard working, and fully aware of their fiduciary responsibilities to the public. We must ensure that they are not required to tolerate or work with those who will not live up to this public trust.

7-7 TABLE 7-1 (TABLE OF PENALTIES FOR VARIOUS OFFENSES). The attached table, taken from Table

1-1 of AR 690-700, Chapter 751, shows the range of possible penalties which the Army considers appropriate for various offenses. In using it, several points are important:

a. Each offense which an employee commits is an offense against the employment relationship. Discipline is a tool for maintaining or, if necessary, healing that relationship. Thus, the references to first, second, and third offenses at the head of columns three through five are to offenses against the employment relationship. They are not necessarily repetitions of the same offense. For example, an employee who is caught gambling for the first time (offense 8a), may face a five-day suspension for a third offense rather than an oral admonition if he/she has already received an oral admonition for a first offense of discourtesy (offense 7a) and a reprimand for a second offense of idleness (offense 4a).

b. The table is not a complete catalog of all possible offenses. It merely cites the most common ones. When faced with an offense which is not an exact match to one on the table, management uses similar types of offenses on the table as a guide to determining an appropriate penalty.

c. The table is a guide. A lesser penalty than the minimum one shown on the table may be imposed if circumstances warrant. A more stringent one than the maximum may also be imposed if warranted, but this is rare because management must articulate a persuasive reason for deviating from DA policy.

TABLE 7-1
TABLE OF PENALTIES FOR VARIOUS OFFENSES

OFFENSE	NATURE OF OFFENSE	FIRST OFFENSE	SECOND OFFENSE	THIRD OFFENSE	REMARKS
A. BEHAVIORAL OFFENSES FOR WHICH PROGRESSIVE DISCIPLINE IS APPROPRIATE.					
1. Insubordination.	Refusal to obey orders, defiance of authority,	Written reprimand to 5-day suspension.	5-day suspension to removal.	Removal.	
2. Fighting/Creating Disturbance.	a. Creating a disturbance resulting in an adverse effect on morale, production, or maintenance of proper discipline.	Written reprimand to 5-day suspension.	5-10 day suspension.	10-day suspension to removal.	* Penalty may be exceeded if work is severely disrupted.
	b. Threatening or attempting to inflict bodily harm without bodily contact.	Written reprimand to 14-day suspension	14-day suspension to removal.	30-day suspension to removal.	* Penalty may be exceeded based on such factors as type of threat, provocation, extent of injuries, whether actions were defensive or aggressive in nature, or whether actions were directed at a supervisor.
	c. Hitting, pushing,, or other acts against another without causing injury.	Written reprimand to 30-day suspension.	30-day suspension to removal.	Removal.	
	d. Hitting, pushing, or other acts against another causing injury.	Written reprimand to removal.	Removal.		
3. Sleeping on duty.	a. Where safety or personnel or property is not endangered.	Written reprimand to 1-day suspension.	1-5 day suspension.	5-day suspension to removal.	
	b. Where safety of personnel or property is endangered.	1-day suspension to removal.	Removal.		
4. Loafing; delay in carrying out instructions.	a. Idleness or failure to work on assigned duties.	Written reprimand to 3-day suspension.	1-5 day suspension.	5-day suspension to removal.	
	be. Delay in carrying out or failure to carry out instructions within the time required.	Written reprimand to 3-day suspension.	1-5 day suspension.	5-day suspension to removal.	
5. Attendance-related offenses	a. Any absence from the regularly scheduled tour of duty which has not been authorized and/or for which pay must be denied (AWOL) or any absence from management directed additional hours of duty (Unauthorized Absence). Includes leaving the work site without permission.	Written reprimand to 5-day suspension.	1-14 day suspension.	5-day suspension to removal.	Penalty depends on length of absence(s). Removal may be appropriate for 1st or 2nd offense if the absence is prolonged.
	b. Failure to follow established leave procedures.	Written reprimand to 5-day suspension.	1-5 day suspension.	5-day suspension to removal.	Includes delay in reporting at the scheduled starting
		Written reprimand		1-5 day suspension.	

	c. Unexcused tardiness.	to 1-day suspension.	1-3 day suspension.	Habitual tardiness warrants removal.	time, returning from lunch or break periods, and returning after leaving work station on official business. Penalty depends on length and frequency of tardiness.
6. Unauthorized use of alcohol, drugs or controlled substances.	a. Unauthorized possession or transfer of alcoholic beverages while on government premises or in a duty status.	Written reprimand to 5-day suspension.	5-14 day suspension.	14-day suspension to removal.	Penalty may be exceeded when aggravating circumstances are present. See AR 600-85.
	b. Unauthorized use of alcoholic beverages while on government premises or in a duty status.	Written reprimand to 14-day suspension.	14-30 day suspension.	30-day suspension to removal.	
	c. Reporting to work or being on duty while under the influence of alcohol, a drug, or a controlled substance to a degree which would interfere with proper performance of duty, would be a menace to safety, or would be prejudicial to the maintenance of discipline.	Written reprimand to 30-day suspension. Removal may be warranted if the safety of personnel or property is endangered.	14-day suspension to removal.	Removal.	
	See para 13 for other drug-related offenses.				
7. Discourtesy	a. Discourtesy, e.g., rude, unmannerly, impolite acts or remarks (non-discriminatory).	Written reprimand to 1-day suspension.	1-5 day suspension.	3-10 day suspension to removal.	Penalty for fourth offense within 1 year may be 14-day suspension to removal. Penalty may be exceeded if discourtesy or similar conduct was directed to a supervisor.
	b. Use of abusive or offensive language, gestures, or similar conduct (non-discriminatory).	Written reprimand to 10-day suspension.	5-day suspension to removal.	30-day suspension to removal.	
8. Gambling	a. Participating in an unauthorized gambling activity while on government premises or in a duty status.	Written reprimand to 1-day suspension.	1-5 day suspension.	5-30 day suspension.	See AR 600-50.
	b. Operating, assisting, or promoting an unauthorized gambling activity while on government premises or in a duty status or while others involved are in a duty status.	14-day suspension to removal.	Removal.		

9. Indebtedness	Failure to honor valid debts where agency mission or employee performance is affected.	Written reprimand.	Written reprimand to 1-day suspension.	Written reprimand to 5-day suspension.	See AR 690-700, Chap 735, App E. There must be a clear nexus between efficiency of the service and the debt complaint.
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B. OFFENSES WARRANTING PUNITIVE DISCIPLINE

10. False Statements	a. False statements, misrepresentation, or fraud in entitlements (including falsifying information on a time card, leave form, travel voucher, or other documents pertaining to entitlements).	Written reprimand to removal.	30-day suspension to removal.	Removal.	See para 7-7. Removal is warranted for a first offense.
	b. False statement or misrepresentations on an SF 171 or other document(s) pertaining to qualifications, or on any official record not otherwise enumerated.	Written reprimand to removal	14-day suspension to removal.	30-day suspension to removal.	See para 7-7. Removal is warranted when selection was based on falsified SF 171 where falsification was intentional (i.e., not an omission or where intent can be proven), or when the employee occupies a fiduciary position.
	c. Knowingly making false or malicious statements against co-workers, supervisors, subordinates, or government officials with the effect of harming or destroying the reputation, authority, or official standing of that individual or an organization.	Written reprimand to removal.	Removal.		
	d. Deliberate misrepresentation, exaggeration, concealment, withholding of a material fact. Includes perjury, making false sworn statements, and lying to a supervisor.	Written reprimand to removal.	5-day suspension to removal	10-day suspension to removal.	
11. Stealing.	Stealing, actual or attempted, unauthorized possession of government property or property of others, or collusion with others to commit such acts.	14-day suspension to removal.	Removal.		See para 7-7. Penalty depends on such factors as the value of property involved, and the nature of the position held by offending employee which may dictate a

					higher standard of conduct.
12. Misuse or abuse of government property.	a. Using government property or Federal employees in a duty status for other than official purposes.	Written reprimand to removal.	1-day suspension to removal.	14-day suspension to removal.	Ref AR 600-50. Penalty depends on such factors as the value of the property or amounts of employee time involved, and the nature of the position held by the offending employee which may dictate a higher standard of conduct.
	b. Loss of or damage to government property, records or information when an employee is entrusted with safe-guarding government property as an absolute requirement of the job (e.g., cashier, warehouse worker, property book officer, etc.).	Written reprimand to 14-day suspension.	Written reprimand to removal.	14-day suspension to removal.	
	c. Willfully using or authorizing the use of a government passenger motor vehicle or aircraft for other than official purposes.	30-day suspension to removal.	Removal.		
	d. Misuse of government credentials.	Written reprimand to removal.	5-day suspension to removal.	14-day suspension to removal.	
	e. Intentionally mutilating or destroying a public record.	Removal.			
13. Unauthorized use or possession of a controlled substance.	a. Introduction of controlled substance to a work area or government installation for personal use.	3-day suspension to removal.	Removal.		See 31 USC 1349 - Penalty cannot be mitigated to less than 30 days.
	b. Introduction of a controlled substance to a work area or government installation in amounts sufficient for distribution or distribution of a controlled substance on a government installation.	Removal.			
14. Failure to observe written regulations, orders, rules, or procedures.	a. Violation of administrative rules or regulations where safety to persons or property is not endangered.	Written reprimand to 1-day suspension.	1-14 day suspension.	5-day suspension to removal.	18 USC 2071.
	b. Violation of administrative rules or regulations where safety to persons or property is endangered.	Written reprimand to removal.	30-day suspension to removal.	Removal.	
	c. Violations of official security regulations.				

	Action against National Security.				
	(1) Where restricted information is not compromised and breach is unintentional.	Written reprimand to 5-day suspension.	1-14 day suspension.	5-day suspension to removal.	See AR 604-5 and 5 USC 7532.
	(2) Where restricted information is compromised and breach is unintentional.	Written reprimand to removal..	30-day suspension to removal.	Removal.	
	(3) Deliberate violation.	30-day suspension to removal.	Removal.		
15. Discrimination because of race, color, religion, age, sex, national origin, political affiliation, handicap, or marital status.	Prohibited discriminatory practice in any aspect of employment (e.g., employment, appraisal, development, advancement or treatment of employee, etc.). Includes failure to prevent or curtail discrimination of a subordinate when the supervisor knew or should have known of the discrimination.	Written reprimand to removal.			Appropriate penalty depends on the facts in a given case weighed against DA policy that discrimination is prohibited.
16. Sexual Harassment. Influencing, offering to influence, or threatening the career, pay, job, or work assignments of another person in exchange for sexual favors OR deliberate or repeated offensive comments, gestures, or physical contact of a sexual nature.	a. Involving a subordinate	1-day suspension to removal.	10-day suspension to removal.	30-day suspension to removal.	Appropriate penalty depends on the fact situation in a given case weighed against DA policy that sexual harassment will not be tolerated. Where conduct created a hostile or offensive work environment, removal is warranted for a first offense.
	b. Not involving a subordinate.	Written reprimand to 30-day suspension.	5-day suspension to removal.	10-day suspension to removal.	
17. Constitutional violation	Violation of employee's constitutional rights (i.e., freedom of speech/association/religion.)	Written reprimand to removal.	5-day suspension to removal.	30-day suspension to removal.	
18. Conduct unbecoming a Federal employee.	a. Immoral, indecent, or disgraceful conduct.	1-day suspension to removal.	Removal		Includes off-duty conduct if nexus is established.
	b. Solicitation of or accepting anything of monetary value from person who is seeking contracts or other business or financial gain.	10-day suspension to removal.	Removal.		
19. Refusal to testify; interference or obstruction..	a. Refusal to testify or cooperate in a properly authorized inquiry or investigation.	1-day suspension to removal.	5-day suspension to removal	Removal.	Witnesses shall be assured freedom from restraint, interference, coercion,

	b. Interference with attempting to influence or attempting to alter testimony of witnesses or participants.	5-day suspension to removal.	10-day suspension to removal.	Removal.	discrimination, or reprisal in their testimony.
	c. Attempting to impede investigation or to influence investigating officials.	10-day suspension to removal.	30-day suspension to removal.	Removal.	
20. Political activity.	a. Violation of prohibition against soliciting political contributions.	Removal.			USC 7323, 7324, and 325.
	b. Violations of prohibition against campaigning or influencing elections.	30-day suspension to removal.	Removal.		
21. Misappropriation.	a. Directing, expending, or rendering services not covered by appropriations.	Removal			5 USC 3103.
	b. Failure to deposit into the Treasury money accruing from lapsed salaries or from unused appropriations from salaries.	Removal.			5 USC 5501.
22. Job Actions	Participating in or prompting a strike, work stoppage, slow down, sick out, or other job actions.	Removal.			
23. Reprisal.	a. Intentional interference with an employee's exercise of, or reprisal against an employee for exercising a right to grieve, appeal, or file a complaint through established procedures.	Written reprimand to removal.	5-day suspension to removal.	30-day suspension to removal.	
	b. Reprisal against an employee for providing information to an Inspector General, Merit Systems Protection Board Office of Special Counsel, Equal Employment Opportunity Commission or US Army Civilian Appellate Review Agency Investigator, or for testifying in an official proceeding.	Written reprimand to removal.	5-day suspension to removal.	30-day suspension to removal.	
	c. Intentional interference with an employee's exercise of, or reprisal against an employee for	Written reprimand to removal.	5-day suspension to removal.	30-day suspension to removal.	

exercising a right
provided under 5 USC
7101 et seq (governing
Federal Labor-
Management Relations).,

Written reprimand
to removal.

Removal.

5 USC 1206 (g)(1)
and 1207(b).

d. Finding by Merit
System Protection Board
(MSPB) of refusal to
comply with MSPB order
or finding of intentional
violation of statute
causing issuance of a
special counsel
complaint.

CHAPTER 8

GRIEVANCES AND APPEALS

8-1 REFERENCES.

- a. Grievance Procedure and Arbitration articles(s) in the collective bargaining agreement (where applicable).
- b. AR 690-700, Chapter 771, Department of the Army Grievance System.

8-2 GENERAL.

a. The grievance procedures identified above differ in employees and topics covered and excluded, in exact steps and deadlines, and in the final authority for resolution (to include who can take a complaint to that final authority). They are alike in that they each provide a way for employees to seek relief from those things which weigh them down on the job; they each have both informal and format steps, with deadlines which apply both to employees and management; and they have a final decision authority which is independent of and not subject to local management.

b. Negotiated Grievance Procedure and Arbitration. See Chapter 9, paragraph 9-4, for basic information on bargaining units, bargaining unit members, exclusive representatives, and unions; and paragraph 9-10 for basic information on Unfair Labor Practices.

(1) Each negotiated grievance procedure is negotiated, i.e., it is entirely self-contained and unique with to steps, deadlines, methods of filing and response, etc. When processing does not result in an outcome satisfactory to both sides, either the union (not the employee) or the employer may invoke arbitration. Arbitrators are independent neutrals (usually attorneys or professors of labor and industrial relations) whom the parties jointly hire and pay to hear the dispute and render a final decision. (The grievant's employing organization must pay the employer's share of the arbitrator's bill. Unless they grossly exceed usual rates for the area, arbitrators are free to set their own fees for hearings, preparation time, travel, accommodations, and meals.) With rare exceptions having to do mainly with illegalities, neither the union nor the employer may challenge an arbitrator's decision.

(2) The negotiated grievance procedure is the exclusive procedure for resolving complaints which fall within the procedure's coverage. If a bargaining unit member's complaint is covered by the negotiated grievance procedure, management may not use any other complaint process (e.g., the IG) to attempt to resolve it.

(3) If, however, a bargaining unit member is contesting a disciplinary action under 5 U.S.C., Chapter 75 or a removal or change to lower grade under 5 U.S.C., Chapter 43, he/she may either grieve or file an appeal with the U.S. Merit System Protection Board. Similarly, if the employee is complaining about prohibited discrimination, he/she may either grieve or file a discrimination complaint under AR 690-600. In either situation, the employee makes his/her choice by the type of complaint filed first.

(4) A bargaining unit member can grieve without having the union as a representative. If, however, the employee wants representation, only the union can perform this function. Management commits an Unfair Labor Practice (paragraph 9-10, Chapter 9) when it deals with any grievance representative who is not an authorized agent of the union.

(5) Whether the employee has representation or not, management must offer the union (through its President) the opportunity to be present whenever it meets with the employee concerning the grievance. Management commits an Unfair Labor Practice whenever it honors a bargaining unit member's objections to the union's presence at such meetings.

(6) Each supervisor of bargaining unit members must have his/her own copy of the collective bargaining agreement in order to supervise properly in general and deal with grievances in particular.

c. Department of Army Grievance Procedure. This is the grievance procedure for all employees who are not members of a bargaining unit.

(1) A grievance is a request by an employee or by a group of employees for personal relief in a matter of concern or dissatisfaction relating to employment which is subject to the control of DA.

(2) Employees may not use this procedure for matters subject to final review by the Office of Personnel Management (OPM), the U.S. Merit System Protection Board (MSPB), or the Equal Employment Opportunity Commission (EEOC). The IG complaint system and the DOD Hotline system are the principal avenues for addressing complaints which do not involve personal relief.

(3) If informal and formal steps addressed by management do not resolve the grievance to the employee's satisfaction, management must refer the grievance to the U.S. Army Civilian Appellate Review Agency (USACARA) for investigation and the issuance of a report and recommendation. If the grievance is properly before it, USACARA assigns an investigator to the case.

(4) The investigator issues a report and recommendation to the local Commander. Except under very limited circumstances, the Commander must accept and implement the investigator's recommendation. Commanders who reject the recommendation (for such narrow reasons as an alleged erroneous interpretation of law or regulation) refer the case to the MACOM for review and a final decision.

d. Employee Dissatisfaction With the Performance Appraisal Process. Refer to paragraph 8-4.

8-3 SUPERVISORY ATTRIBUTES, SKILLS, AND RESPONSIBILITIES.

a. The word "grievance" too often means "fight," "contest," and "win" or "lose" to the people who have to deal with one. This is unfortunate because grievances are not contests. The emotions generated by the effort to win a contest are not compatible with the attitudes and skills needed for the proper filing and handling of grievances, even those which have some of the aspects of a contest (e.g., one which seeks to cancel a suspension). The procedures listed in paragraph 8-1 above technically define "grievance" in slightly different ways. Nevertheless, it is most useful to regard a grievance under any procedure as an employee's request to want to set something right, to relieve the employee of a burden. A grievance is, in other words, an opportunity to attempt to solve a problem. All grievance procedures are also alike in that they require the same skills and attitudes of the management officials who must consider and act on employee requests for relief.

b. Do not take it personally, even in those rare cases when the grievant is being personal (or is not the best of employees). It is vital that each management official maintain his/her objectivity and sense of fairness when considering and acting on a grievance. If the facts and governing regulations in a case lead to the inescapable conclusion that the grievant should receive the requested relief, the interests of all parties will be served by granting it without delay. Referral to a higher level in such a case wastes time and money, especially if that higher level is an arbitrator or a USACAM examiner. It also harms the credibility and long-term effectiveness of the management official who could have granted the relief but did not. (on the other hand, do not hesitate to deny relief or suggest alternate relief if the requested relief is clearly not warranted.)

c. Management officials who address grievances need to do several things if they are to do the job well:

(1) Know and observe the steps, requirements, and deadlines which apply to employee and manager. Look them up in the negotiated union contract or AR 690-700, Ch 771.

(2) Be sure to understand what the employee is requesting and why. What is the complaint really about? Why is the employee dissatisfied? Listen carefully. Read with care. Ask clarifying questions.

(3) Know what portion(s) of the collective bargaining agreement and/or appropriate regulation apply to the case. What do they require, allow, prohibit?

(4) Investigate and research once the employee complaint is clear.

(5) If relief is called for, determine whether the requested relief is legal, practical, affordable, within one's authority to grant, etc. Where management cannot or should not grant the specific relief requested in an otherwise meritorious case, it is perfectly appropriate to try to devise and then attempt to "sell" suitable alternative relief. The objective is to solve the problem.

8-4 GRIEVANCES INVOLVING THE PERFORMANCE APPRAISAL PROCESS. A bargaining unit employee who is in disagreement with his/her assigned performance rating or any other aspect of the performance appraisal process may file a grievance using the negotiated grievance procedures provided by the appropriate collective bargaining unit. A grievance filed by an employee who is not subject to the negotiated grievance procedures when the sole issue is dissatisfaction with the performance appraisal process, to include the performance rating, will be resolved according to the following procedures.

a. Informal Procedures:

(1) First Step.

(a) The employee and his/her representative, if any, must present the grievance to the immediate supervisor and specify to the supervisor that their presentation constitutes the first step of the grievance procedure. The grievance must be presented informally within 15 calendar days from the date the performance rating was received.

(b) The supervisor who receives the grievance will attempt to resolve it. If he/she cannot resolve it within 10 days of receipt, he/she will inform the employee and the employee's representative by the 10th day of their right to go to the second step. The supervisor must also inform them of the time limit of seven days for submitting the grievance at the second step.

(2) Second Step.

(a) The employee or his/her representative must inform the supervisor within seven days that they wish to go to the second step. If the supervisor fails to tell the employee within the 10 day period (see paragraph 8-4a(1)(b)) that the grievance cannot be resolved, the employee can go to the second step on the 11th day.

(b) Upon being told the grievance is going to the second step, the supervisor will set up a meeting within 10 days. The meeting will include the employee, the employee's representative, the supervisor, and the official (other than the Commander) who has the authority to decide if the performance issue is warranted.

(c) The meeting will consider the grievance informally. The official holding the meeting will prepare a memorandum for record (MFR) to briefly summarize the grievance, the consideration given it, the conclusion reached, and the course of action decided during the meeting. All parties will be given a copy of the MFR within seven days after the meeting is completed.

(d) If an acceptable resolution is not reached during the meeting, the MFR will state the employee's right to submit the grievance formally, to include the time Limits to be met and to whom it is to be addressed.

(3) Exceptions. When management officials and the employee agree that the steps of the informal procedure would serve no useful purpose, either one or both steps may be waived. For example, if the employee and supervisor have recently discussed the matter fully but failed to reach a resolution. When there is agreement to waive the informal procedure in whole or in part, management will document the reasons for the waiver, both the employee and the management official will sign the waiver, and it will be in the grievance file as a matter of record. In cases involving dissatisfaction with the assigned rating, the grievant bears the burden of providing proof that his/her performance warrants a higher rating than the one officially assigned.

b. Formal Procedures:

(1) If the grievance cannot be resolved through informal procedures, or if these procedures are waived, it must then be submitted in writing and must include the facts showing that the employee has met his/her burden of proof that a better rating is warranted.

(2) The grievance must be submitted within seven days of receiving the MFR from the informal meeting, or within seven days of signing the waiver. A formal grievance may be submitted under the following conditions.

(a) If seven days pass since the second step meeting and the MFR has not been received from the official.

(b) If 10 days pass since the second step meeting was requested by the grievant, but was not held.

(3) The Commander or his/her designee will, within seven days of receiving the formal grievance, appoint an ad hoc panel to review the employee's performance rating. The panel will be composed of three members: One of the employee's choosing, one of management's choosing (but not an official who was the rater or reviewer of the employee's performance, and one neutral official who is not objected to by either the employee or management. The members will be selected from a list maintained at the Directorate of Civilian Personnel who have been trained in the Performance Management System. The neutral member will serve as the panel chairperson. No panel member may have been involved in the performance rating being grieved, nor can any panel member occupy a position that is subordinate to any official who recommended, rated, reviewed, or approved the rating being grieved.

(4) The panel members will compare the challenged performance issue, including any rating or element rating explanations to the performance standards and elements of record, and the evidence of the employee's actual performance. The panel will also consider any written or oral information submitted by the grievant. The panel members may ask the employee, supervisor, and/or reviewing official to present additional information concerning any aspect of the performance appraisal process or the official rating. Within 15 days of appointment, the panel will recommend to the Commander by a majority vote their findings and/or the summary rating level that most accurately describes the employee's overall level of performance during the rating period.

(5) The Commander will give the grievant a written decision within 10 days of receipt of the ad hoc panel's recommendation. If the Commander does not issue a decision within the 10-day limit, the recommendation of the ad hoc panel will become the final decision. The decision to the grievant is final and the employee may not request a further review of the same grievance.

(6) If the Commander served as either the employee's rating or approving official, the panel's recommendation will be forwarded directly to the next higher level commander for decision.

(7) The deciding official may reject the grievance before establishing an ad hoc panel because it was not submitted in a timely manner, the requested relief is not personal to the grievant, the issue has already been reviewed and decided at a higher level, or the issue is pending in another forum such as an Equal Employment Opportunity (EEO) complaint or MSPB appeal. The deciding official may also reject collateral issues contained in the grievance which are not timely or are not within the purview of the Army's Grievance System.

(8) Challenges to employee representatives will be resolved by the same individual who has final decision-making authority for these grievances.

(9) The employee will normally receive a final decision within 30 days of formal filing, or, in unusual circumstances, within 60 days. Decision of the ad hoc panel is final.

CHAPTER 9

LABOR-MANAGEMENT RELATIONS (LMR)

9-1 GENERAL. The Federal Service Labor-Management Relations Statute is the legal framework for Federal sector labor-management relations. A part of the Civil Service Reform Act of 1978, it is codified in Chapter 71 of Title 5, U.S. Code. Both it and the collective bargaining agreement are the essential sources of guidance and direction for this program. This chapter, derived from the Statute, specifies management's duties to unions and employees under the Statute (as well as those of unions to management and employees) and outlines the major features of the Fort Devens program.

9-2 LABOR-MANAGEMENT RELATIONS/COMMUNICATIONS WITH THE UNION. The Labor Relations Specialist in the Directorate of Civilian Personnel (DCP) coordinates all official communication between the unions and serviced activities and provides advice and guidance both to serviced managers and the DCP staff. All managers and supervisors, however, must work on a daily basis in their work areas to maintain a harmonious and effective relationship with the union which represents their employees. Whenever management plans to do something which may have an effect on the conditions of employment of employees represented by a union, there probably will be a labor rotations obligation which will have to be discharged. This can range from following the requirements of the existing collective bargaining agreement through negotiating the topic. Managers need to think about LMR obligations in their planning and obtain the guidance of the Specialist before acting.

9-3 EMPLOYEE RIGHTS. "Each employee shall have the right to form, join, or assist any labor organization, or to refrain from any such activity, freely and without fear of penalty or reprisal, and each employee shall be protected in the exercise of such right ... [which includes] the right (1) to act for a labor organization in the capacity of a representative ... and (2) to engage in collective bargaining with respect to conditions of employment through representatives chosen by employees..." (5 U.S.C. 7102)."

9-4 BARGAINING UNIT/UNION/EXCLUSIVE REPRESENTATIVE.

a. A bargaining unit is a group of employees which a union represents. It includes all employees in a particular organization except those excluded by law (e.g., supervisors) and/or those who have voted not to be represented (e.g., on Fort Devens and in its serviced activities, most professionals). Each collective bargaining agreement (contract) describes the bargaining unit to which it pertains.

b. A union (labor organization) is composed in whole or in part of employees. Its purpose is to deal with an agency concerning grievances and conditions of employment.

c. An exclusive representative is a union which has been legally certified as the only organization which can represent the employees in a bargaining unit and the organization with which management must deal concerning conditions of employment and grievances. Managers may not negotiate conditions of employment directly with individual employees, nor may they settle grievances without involving the union. (See paragraph 9-10, UNFAIR LABOR PRACTICES.) It represents all employees in the unit, including those who have chosen not to join the union.

d. A variety of unions represent bargaining unit employees on Fort Devens and in its serviced activities (see Table 9-1). The Federal Labor Relations Authority (FLRA), the body established under the Statute to administer the program, determines appropriate bargaining units and certifies exclusive representatives.

9-5 COLLECTIVE BARGAINING/CONDITIONS OF EMPLOYMENT.

a. Collective bargaining is the good faith effort of authorized representatives of the agency and the union to try to reach agreement concerning conditions of employment for bargaining unit employees. It occurs when the parties negotiate a basic collective bargaining agreement or a supplement to it (i.e., the contract) and when management, in exercising one of the exclusive rights it has under the Statute (e.g., reorganizing), is going to make a significant

change in conditions of employment. This latter type of bargaining, commonly called implementation and impact (or I&I), occurs when the union offers proposals which are (1) procedures it wants management to use in exercising one of its rights and/or (2) what the Statute calls appropriate arrangements for employees who may be adversely affected by the exercise of a right.

b. A condition of employment is any personnel policy, practice, or other matter which affects working conditions. It can be literally anything done by, required by, or published by any part or level of management (not just the Directorate of Civilian Personnel) which affects the working conditions of bargaining unit employees. Except for conditions of employment excluded from bargaining by the Statute because they are specifically provided for by Federal law (e.g., pay) or which are deminimis (too small to be worthy of a court's attention), management commits an Unfair Labor Practice when it unilaterally imposes or changes a condition of employment. (This includes implementing regulations of or directives from higher headquarters.) It must (depending on the subject) either negotiate the substance of a proposed action (i.e., obtain the union's consent) or offer the union the opportunity to engage in I&I bargaining. (See paragraphs 9-1 and 9-10b(5).]

c. The FLRA settles disputes between management and labor concerning management's obligation to bargain in certain situations and the negotiability of a union's proposal (i.e., must management talk about it and try to reach agreement with the union?). When management and labor cannot agree on the final shape of a negotiable proposal, the Federal Service Impasses Panel can decide what the contract provision shall be.

9-6 CONTRACT ADMINISTRATION. Once the Employer and the Union sign a contract and it takes effect, it becomes "the law" for the bargaining unit employees to which it applies. For any given topic which it covers (e.g., leave), it is the first (and sometimes the only) reference to which a supervisor must turn. The successful accomplishment of an activity's mission will in part be directly proportional to management's success in administering the contract. Union officials monitor management's performance in this area to prevent and detect violations. Given the best efforts and the best of good will on both sides, however, conflict is going to be inevitable. The contract itself, in the grievance procedure (see paragraph 9-7), provides a mechanism for the Union and management to resolve their differences as well as the complaints of employees.

9-7 GRIEVANCE PROCEDURES.

a. The negotiated grievance procedure is the only procedure which an employee can use to resolve complaints which fall within the grievance procedure's coverage. For most of our contracts, this means every topic except for those few which the Statute has excluded and which the Union and management may have agreed to exclude. Management commits an Unfair Labor Practice when it uses any other procedure (e.g., the IG) to address a complaint covered by the negotiated procedure.

b. A bargaining unit employee can grieve without having the Union as a representative. However, if the individual wants representation, only the Union can perform this function. Management commits an Unfair Labor Practice when it deals with any representative who is not an authorized representative of the Union.

c. Whether the employee has union representation or not, whenever management meets with the individual concerning the grievance it must offer the Union (through its President) the opportunity to be present. Management commits an Unfair Labor Practice when it honors a bargaining unit employee's objections to the Union's presence at such meetings.

9-8 FORMAL DISCUSSIONS. The Statute requires management to offer the Union (through its President) the opportunity to be "...represented at ... any formal discussion between one or more [management] representatives ... and one or more employees in the [bargaining] unit... concerning any grievance ..." (see paragraph 9-7c above) "... or any personnel policy or practices or other general conditions of employment" (Management commits an Unfair Labor Practice when it does not afford the Union this opportunity.) Formal discussions are not routine staff meetings, "shop floor" conversations between supervisor and employee, or personal counseling sessions. Positive determinations are not always easy. General indicators are: More than one employee affected, more than one management official present, scheduled in advance, formal agenda, minutes, etc. (The Labor Relations Specialist can assist managers in

making this determination.) The Union can decline to attend. Part of representing is speaking, so the Union may, in addition to observing, speak with the employee(s), ask questions, and offer opinions and suggestions.

9-9 “WEINGARTEN” AMENDMENT. This portion of the Statute, named for the private sector case which is its model, states that “... an exclusive representative ... shall be given the opportunity to be represented at any examination of an employee in the unit by a representative of the agency in connection with an investigation if (i) the employee reasonably believes that the examination may result in disciplinary action against the employee; and (ii) the employee requests representation” (emphasis added). The “representative of the agency” is usually the supervisor, but also includes criminal investigators. The “agency” is DOD, of which DA is a “primary national subdivision.” An “examination” is questioning in connection with an investigation. It does not include normal staff meetings, routine supervisor-employee conversations and most performance appraisal meetings. If the employee does not request representation, there is no obligation to notify the Union or remind the employee of his/her option. As in formal discussions, the Union is free to decline but, if it chooses to attend, has the same power to represent. It may not, however, impede the investigation or try to negotiate with the investigator. Management commits an Unfair Labor Practice when it does not afford bargaining unit employees their “Weingarten” rights.

9-10 UNFAIR LABOR PRACTICES (ULP)

a. ULPs are violations of the Statute by either management or the union. Codified in 5 U.S.C. 7116 (and listed below for ready reference), they essentially are failures of management and labor to honor their obligation under the Statute to each other and to individual employees. (A ULP is not a contract violation.) Any person (not just management or labor) can charge that a ULP has been committed. When the Federal Labor Relations Authority determines that one has been committed, it has the authority to order an appropriate remedy. This will at least be the posting of what amounts to a public apology. It can include cease and desist orders, cancellations of personnel actions (with back pay, if warranted) and orders to return to status quo ante (i.e., back up and start again from the beginning). The FLRA can obtain enforcement of its orders, if necessary, from the Federal Circuit Court of Appeals.

b. Management Unfair Labor Practices [5 U.S.C. 7116(a)].

(1) To interfere with, restrain, or coerce any employee in the exercise by the employee of any right under the Statute;

(2) To encourage or discourage membership in any labor organization by discrimination in connection with hiring, tenure, promotion, or other conditions of employment;

(3) To sponsor, control, or otherwise assist any labor organization, other than to furnish, upon request, customary and routine services and facilities if the services and facilities are also furnished on an impartial basis to other labor organizations having equivalent status;

(4) To discipline or otherwise discriminate against an employee because the employee has filed a complaint, affidavit, or petition, or has given any information or testimony under the Statute;

(5) To refuse to consult or negotiate in good faith with a labor organization as required by the Statute;

(6) To fail or refuse to cooperate in impasse procedures and impasse decisions as required by the Statute.

(7) To enforce any rule or regulation (other than a rule or regulation implementing section 2302 of 5 U.S.C.) which is in conflict with any applicable collective bargaining agreement if the agreement was in effect before the date the rule or regulation was prescribed.

(8) To otherwise fail or refuse to comply with any provision of the Statute.

c. Union Unfair Labor Practices [5 U.S.C. 7116(b)].

(1) To interfere with, restrain, or coerce any employee in the exercise by the employee of any right under the Statute;

(2) To cause or attempt to cause an agency to discriminate against any employee in the exercise by the employee of any right under the Statute.

(3) To coerce, discipline, fine, or attempt to coerce a member of the labor organization as punishment, reprisal, or for the purpose of hindering or impeding the member's work performance or productivity as an employee or the discharge of the member's duties as an employee.

(4) To discriminate against an employee with regard to the terms or conditions of membership in the labor organization a\on the basis of race, color, creed, national origin, sex, age, preferential or nonpreferential (i.e., veteran) civil service status, political affiliation, marital status, or handicapping condition.

(5) To refuse to consult or negotiate in good faith with an agency as required by the Statute.

(6) To fail or refuse to cooperate in impasse procedures and impasse decisions as required by the Statute.

(7) To call, or participate in, a strike, work stoppage, or slowdown, or picketing of an agency in a labor-management dispute if such picketing interferes with an agency's operations (emphasis added) or to condone any such activity by failing to take action to prevent or stop it.

(8) To otherwise fail or refuse to comply with any provision of the Statute.

TABLE 9-1
FORT DEVENS BARGAINING UNIT DESCRIPTIONS

<u>Union/Bargaining Unit Status Code</u>	<u>Unit Description</u>	<u>Agreement</u>
AFGE Local 2829 (1634)	All GS and FWS employees of the 76th Division (Tng) in CT.	No
NFFE Local 1994 (3005)	All employees (except professionals and temporaries with appointments of less than 90 days) of the Military Entrance Processing Station, Boston.	Yes
NAGE Local R14 (3010)	GS and FWS employees of HQ Fort Devens, Medical Activity (MEDDAC), Dental Activity (DENTAC), Troop Support Agency (TSA), U.S. Army Information System Command (USAISC), Readiness Group (RG) Devens and the Area TMDE Support Team on Fort Devens. Excluded are firefighters, professionals (except MEDDAC Registered Nurses, Pharmacists, and Medical Technologists), and temporaries with initial appointments of less than two years.	Yes
IAFF Local F-96 (3020)	All nonsupervisory employees of the Directorate of Engineering and Housing (DEM) Fire Protection Branch.	Yes
IBPO Local 539 (3025)	Civilian guards at the Barnes Building, Boston.	No
AFGE Local 1900 (3040)	All GS and FWS employees of the 76th Division (Tng) in ME, MA, NH, RI, and VT.	Yes (Grievance Procedure only)
AFGE Local 2829 (3050)	All GS and FWS employees of the 94th ARCOM in CT.	No
AFGE Local 1900 (3060)	All nonprofessional GS and FWS employees of the 94th ARCOM in ME, MA, NH, RI, and VT.	Yes
Not Represented (7777)	All employees who are eligible for inclusion in a bargaining unit under the Statute but have not been "organized."	N/A
Excluded (8888)	Employees (1) whose organizations are excluded by law or executive order from participation in the LMR program (e.g., USAISD) OR (2) whose positions are excluded from bargaining unit membership by law: Supervisors; management officials; confidential employees; personnel employees (except those who are purely clerical); employees who administer the Statute; employees engaged in intelligence, counter-intelligence, investigative, or security work which directly affect agency internal security.	N/A

CHAPTER 10

LEAVE ADMINISTRATION

10-1 SUMMARY.

a. When an employee can be spared from their duties, annual leave should be granted freely for personal or emergency purposes. Large accruals of unused annual leave should be avoided. Normally, employees will not be denied the use of annual leave when they otherwise may be required to forfeit accruals. Denial of annual leave will be based upon factors which are reasonable, equitable; and which do not discriminate against any employee or group of employees.

b. Authority to approve absence or leave will be vested in the lowest practicable supervisory level as determined by the activity.

10-2 RESPONSIBILITIES.

a. Commanders and heads of organizations will ensure that:

(1) Leave is administered to employees under their jurisdiction in accordance with the provisions of applicable regulations.

(2) Supervisors and employees familiarize themselves with the provisions of this memorandum and fulfill their responsibilities as stated herein.

(3) Leave use is periodically analyzed and that appropriate action is initiated to ensure that the use of leave is consistent with the letter and spirit of governing regulations and policy. Specific and continuing attention will be given to the review of sick leave administration. Tighter controls will be established as circumstances warrant to ensure sick leave usage is justified and proper.

b. Directors, division chiefs or other administrators designated by commanders or heads of organizations will establish subordinate supervisory authorities, controls, and review procedures to ensure compliance with legal and regulatory requirements.

c. Supervisors will:

(1) Maintain a sound working knowledge of policies, regulations, and procedures governing absence and leave.

(2) Apply the provisions of this memorandum in a fair and equitable manner.

(3) Inform employees of internal procedures for requesting, granting, and documenting leave.

(4) Ensure that employees are made aware of the provisions of this memorandum so they may fulfill their responsibilities as provided herein.

(5) Establish leave schedules early in the leave year and revise them as appropriate.

(6) Review leave usage periodically and initiate appropriate action to ensure that the use of leave is consistent with the letter and spirit of governing regulations and policies.

(7) Request advice and assistance from Personnel Services Division 5 (PSD5), Directorate of Civilian Personnel (DCP), when there is a question on the administration of absence and leave.

d. Employees will:

(1) Request annual leave in advance and at such times as to avoid interference with peak workload periods. to prevent large accumulations at the end of the leave year, and to allow for equitable distribution of preferred tam periods.

(2) Formally request leave early in the leave year but not later than the third pay period before the end of the leave year if a leave accumulation in excess of the maximum carry over is projected.

(3) When emergency conditions arise, cooperate with management in rescheduling leave.

(4) Report illness or emergency absence to the immediate supervisor within two hours after the beginning of the workday.

(5) Request advance approval of leave for prearranged medical, dental, or optical examination or treatment, and when possible, schedule such appointments during off-duty hours.

(6) Promptly sign time and attendance reports and furnish documentation to support absences as required.

(7) Use leave in the manner and for the purpose designated herein.

e. Fort Devens DCP will

(1) Provide advice and assistance to supervisors, officials, and employees on the application of leave regulations, policies, and procedures.

(2) Inform management officials and employees of their rights and responsibilities, and regulatory requirements.

(3) Review leave usage in connection with analyses of the civilian personnel program and assist management officials in planning and initiating action to correct deficiencies.

10-3 ACCRUAL OF LEAVE.

a. To earn leave, an employee must be employed during a full biweekly pay period. That is, the employee must be on the rolls on all days falling within the pay period, exclusive of holidays and non-work days.

b. Leave is credited to an employee's account at the end of the pay period in which it is earned.

c. When a full-time employee's absence in a nonpay status within a leave year equals the base pay hours in one pay period, sick leave credit is credited by four hours, and the employee's annual leave credit by four, six, or eight hours depending on the leave-earning category. If the employee is in a nonpay status for the entire leave year, then no leave is earned.

10-4 LEAVE CHARGES AND SUBSTITUTIONS.

a. Both annual and sick leave are charged to an employee's account only for absences on regular work days. Annual and sick leave are not charged for absences on holidays and non-work days.

b. Annual and sick leave are charged in multiples of one hour. It is within the discretion of the supervisor to accumulate absences within a single day for leave charge purposes. Absences of partial hours on separate days may not be combined.

c. An employee cannot be required to work during any period for which leave is charged (e.g., if the employee is late and is charged one hour annual leave, the employee cannot be required to work during that hour).

d. For leave accrual and use purposes, the regular tour of duty for standby employees consists of the scheduled hours of duty within each administrative work week, including hours of regularly scheduled standby time.

e. Part-time employees are charged leave for the number of hours for which they are scheduled to perform service on the day of absence.

f. Annual leave may not be substituted for regular sick leave which has been applied for and granted. Annual leave may be substituted retroactively for advance sick leave to liquidate an indebtedness to the government, but not to prevent forfeiture of annual leave. The substitution must be made before the time the annual leave would otherwise have been forfeited, and only when the annual leave subject to forfeiture would have otherwise been approved for usage.

g. Sick leave accrued after a period of absence may not be retroactively substituted for such absence.

h. When an employee is carried on annual leave or in a nonpay status pending return to duty and determination of appropriate leave to be charged, the period of absence may be converted to sick leave provided the absence is properly substantiated by acceptable evidence of illness.

10-5 DISPOSITION OF LEAVE UPON SEPARATION.

a. Lump-sum payment is made for any unused annual leave to an employee's credit when the employee separates or is separated from Federal service. In most circumstances, if the employee should be reemployed in the Federal service before expiration of the period of time represented by the lump sum payment, he/she is required to repay the money received for the balance of the unused leave and the unused leave is recredited to his/her account.

b. Lump-sum payment is not made for accumulated sick leave upon separation from Federal service. However, sick leave must be recredited to the employee's account if he/she is reemployed in the Federal service within three years of the discharge date.

c. For employees under the Civil Service Retirement System (CSRS), any accumulated sick leave in an employee's account upon retirement or death is added to total creditable service when computing the annuity. For employees covered by the Federal Employees Retirement System (FERS), unused sick leave is not converted into creditable service for any purpose.

10-6 ANNUAL LEAVE COVERAGE AND EXCLUSION.

a. Full-time and part-time employees on pre-scheduled tours of duty earn annual leave if appointed for a period of 90 days or longer, or if employed for a period of 90 days or longer under successive appointments of shorter periods without a break in service.

b. Intermittent employees do not earn annual leave.

10-7 CREDITABLE SERVICE FOR ANNUAL LEAVE AND ANNUAL LEAVE EARNING RATES. The amount of annual leave an employee earns is based on his/her years of creditable service and tour of duty (see Table 10-1). Changes in leave earning (or accrual) rates are effective at the beginning of the first pay period following completion of the required period of creditable service.

TABLE 10-1
ANNUAL LEAVE EARNING RATES

TOUR OF DUTY	YEARS OF CREDITABLE SERVICE		
	Less than 3	3 but less than 15	15 or more
Full-time employees with a basic 40-hour	4 hrs each biweekly pay	6 hrs each biweekly pay period except for the	8 hours each bi-weekly pay period.

work week	period	last pay period of the calendar year when 10 hours are earned.	
Part-time employees with a regularly scheduled tour of duty	1 hour for each 20 hours in a pay status	1 hour for each 13 hours in a pay status	1 hour for each 10 hours in a pay status

a. Civilian service.

(1) Credit is given for Federal civil service in the executive, judicial, and legislative branches of the Federal government, and civil service in the government of the District of Columbia.

(2) Credit is given for all regular duty time and leave with pay. Credit is also given for time on the rolls in a nonpay status (e.g., LWOP, suspension, furlough, AWOL) which does not exceed six months total in any calendar year. Exceptions where employees are given full credit for LWOP time are made for the following situations:

(a) Employees serving with the armed forces during a period of war or national emergency shall be considered to be on military furlough if they serve no more than five years at the request of the government, and if they request restoration within specified time limits of the release.

(b) Employees on workers' compensation who are carried on the rolls in a LWOP status.

(3) Intermittent employees are given credit only for the actual days in a pay status.

(4) Part-time employees on a pre-scheduled, regular tour of duty are given full credit for all time elapsing between date of appointment and date of separation.

b. Military service.

(1) Except as indicated below, all active military service terminated by honorable discharge or by transfer under honorable conditions to inactive reserve is creditable.

(2) Periods of lost time (e.g., AWOL) are not credited.

(3) A reservist ordered to active duty for training or annual active duty for training normally receives credit for that duty period. No credit is given for inactive duty training for scheduled weekly or monthly assemblies or drills.

(4) Retired members of the uniformed services receive credit only for active service in the armed forces during wartime or in any campaign or expedition for which a campaign badge has been authorized with the exception of the following, who receive credit for all their service. Employees whose retirement was based on disability resulting from injury or disease received in the line of duty as a direct result of armed conflict, or caused by an instrumentality of war and incurred in the line of duty during a period of war.

10-8 MAXIMUM ACCUMULATION. The maximum accumulation of annual leave which may be carried into a new leave year is 30 days with the following exceptions:

a. An employee assigned on a permanent change of station overseas may accumulate 45 days. This leave ceiling may be retained after assignment to a position with a 30-day accumulation limit until the employee uses more annual leave in a leave year than he/she earns. The balance carried forward at the end of the leave year becomes the new ceiling, (unless it is equal to 30 days or less.)

b. In addition to the authorized maximum accumulation, restored annual leave may be carried over into the new leave year.

10-9 GRANTING ANNUAL LEAVE.

a. Although the use of annual leave is a right of the employee, the determination on when the leave is to be used is a supervisory decision. Except in an emergency, the use of annual leave is subject to the prior approval of the supervisor. It cannot be assumed that the mere reporting of an absence or transmitting a request for leave through another person to the supervisor satisfies the requirement for obtaining prior approval of an absence as annual leave. Failure to secure prior approval of an absence as annual leave from the approving supervisor may warrant a charge to AWOL. All leave requests must be acted upon in a timely manner by appropriate supervisory and/or management officials.

b. Emergency situations do occur which may warrant exception to the requirement for advance supervisory approval of annual leave. The supervisor, however, may decide not to approve an otherwise acceptable request for emergency leave when the request is received more than two hours after the start of the work day unless circumstances clearly show that a delay in requesting leave was unavoidable.

c. When employees can be spared from their duties, annual leave will be granted freely for personal or emergency purposes. Large accumulations should be avoided. Normally, employees will not be denied the use of annual leave where they may otherwise be required to forfeit their accruals because of maximum accumulation or forfeiture rules. Denial of its use will be based upon factors which are reasonable and equitable and which do not discriminate against any employee or group of employees.

10-10 ADVANCING ANNUAL LEAVE.

a. Supervisors may approve requests for advanced annual leave not to exceed the amount the employee can reasonably be expected to earn during the balance of the leave year. Such caution is especially important when a temporary, probationary, or trial employee has submitted the request since an unforeseen occurrence could shorten their employment.

b. When it is known or expected that an employee will separate or retire during the year, advanced leave will not exceed the amount that will accrue before the anticipated separation or retirement date.

c. Requests for advanced leave must be submitted in writing. A copy of the request and its approval, if given, will be forwarded to the payroll office.

d. Reimbursement of unpaid advanced leave upon separation.

(1) If an employee separates prior to full pay-back of advanced leave, the employee must reimburse the Federal government for the unpaid balance. Any payment due will normally be taken automatically from the employee's final paycheck or from the lump-sum annual leave payment (if any). If collection efforts are unsuccessful, the certifying officer will request set-off against the employee's retirement account.

(2) The only exceptions to paragraph 10-10d(1) above are:

(a) If the separation is due to death, disability retirement, or entrance into military service with reemployment rights, no reimbursement will be sought.

(b) If the separation is due to a disability which prevents the employee's return to duty, the requirement for reimbursement may be waived. Before a waiver can be considered, however, the employee must furnish acceptable medical evidence to PSD5, DCP.

(3) Full reimbursement may be required for any negative leave balance remaining at the end of the leave year.

10-11 RESTORATION OF ANNUAL LEAVE.

a. Annual leave which would otherwise be lost at the end of a leave year may be restored to an employee when he/she is unable to use it because of:

- (1) Administrative error; or
- (2) Denial of use of scheduled leave due to an exigency of the public business (i.e., critical operational requiring immediate action); or
- (3) Sickness which prevented use of scheduled leave. When, because of illness, the employee is unable to use annual leave which would normally be forfeited, the leave may be restored for later use provided:
 - (a) The annual leave was scheduled in writing, in advance; and
 - (b) The period of absence due to sickness occurred so late in the leave year or was of such duration that the annual leave could not be rescheduled for use before the end of the leave year.

b. Requests for restoration of annual leave forfeited because of an exigency of the public business, or sickness must be submitted in writing by the employee through channels to the official who has authority to approve exigencies. (This official is the Commander at each Major Army Command and Major Army Subcommand who may redelegate no lower than an official who reports directly to that command.) The following documentation must include:

- (1) Copies of the Standard Form(s) 71 (Application for Leave) showing the employee's name, social security number, date(s) the leave was requested and approved, the date(s) the leave was scheduled for use, the amount of leave (days/hours) that was scheduled for use. Documentation must show that the leave was scheduled and approved in writing at least three pay periods prior to the end of the leave year.

- (2) A statement explaining the reason(s) for cancellation of the approved leave.

- (a) If cancellation of scheduled leave was due to an exigency of the service, the statement must include a beginning and ending date for the exigency.

- (b) The statement must specify that the exigency determination was of such importance that the employee could not be excused from duty to use the leave, thus preventing the loss or portions of the loss; and that there was no reasonable alternative to canceling the scheduled leave (e.g., postponing the work or assigning it to another employee).

- (c) The exigency statement should be completed in advance of the exigency period unless the suddenness or uncertainty of the circumstances precluded advance decision.

- (3) A full explanation of what efforts were made to reschedule the leave to avoid loss, including the calendar date(s) the canceled leave was rescheduled for use and the amount of leave (days/hours) that was rescheduled.

- (4) A copy of the end-of-year leave and earnings statement reflecting the actual amount of leave lost.

- (5) A copy of the medical certificate for leave lost due to illness. The employee's statement should also indicate the date the employee was able to return to duty following the illness, regardless of the length of illness.

c. Requests for restoration of leave lost as a result of administrative error will be submitted to the payroll office.

d. An official with delegated authority may not approve exigencies which affect employee for whom he/she is also the leave approving official.

e. Restored annual leave will be maintained in a separate leave account. It must be used by the end of the leave year ending two years after either:

(1) The date of restoration of the annual leave lost because of administrative error; or

(2) The date set for the beginning of the exigency which caused the leave forfeiture; or

(3) The date the employee is determined to be recovered from the sickness which caused the loss of leave and is able to return to duty.

10-12 SICK LEAVE COVERAGE AND EXCLUSION.

a. Full-time employees and part-time employees earn sick leave.

b. Intermittent employees do not earn sick leave.

10-13 SICK LEAVE EARNING RATES.

a. Full-time employees accrue four hours of sick leave each full biweekly pay period.

b. Part-time employees earn one hour of sick leave for each 20 hours in a pay status. Credit may not exceed four hours of sick leave for 80 hours in a pay status during any full biweekly pay period.

c. Standby employees accrue sick leave at the same rate as annual leave is accrued by category "4" employees with less than three years creditable service.

d. Unused sick leave accumulates without limit.

10-14 GRANTING SICK LEAVE.

a. The supervisor authorized to approve sick leave is responsible for determining that the reason for absence warrants the approval of such a request. Requests for sick leave may be approved when the employee:

(1) Receives medical, dental, or optical examination or treatment.

(2) Is incapacitated for the performance of duties by sickness, injury, or pregnancy and confinement.

(3) Is required to give care and attendance to a member of his/her immediate family who is afflicted with a contagious disease. A contagious disease is one requiring isolation of the patient, quarantine, or restriction of movement as prescribed by health authorities.

(4) Would jeopardize the health of others by his/her presence at the work site because of exposure to a contagious disease. The employee should provide a medical certificate stating the date of exposure and the period of time that the employee's exposure would present a hazard to the health of others.

(5) Requires specialized treatment which is not available in the local area. A reasonable amount of sick leave may be granted to cover the travel time in this case.

(6) Is about to be separated for disability or disability retirement, or is absent pending optional retirement because of a disabling condition. In the latter case, there must be medical evidence of the disabling condition, including certification that the employee is incapacitated for work.

b. Except in an emergency, sick leave requests for medical, dental, or optical examination will be submitted in advance for approval by the supervisor before the employee's absence. When possible, employees should be encouraged to schedule such examinations outside normal work hours.

c. An employee who is absent because of illness or for emergency examination will request leave from the supervisor as early as possible on the first day of the absence. This request must be made no later than two hours after the start of the work day. The employee will inform the supervisor of the reason for and expected duration of the absence. Unless there is reason to suspect sick leave abuse (see paragraph 10-14g below), the supervisor should approve the request when it is made. The supervisor will also tell the employee how to document sick leave requests for an illness that may go beyond one work day.

d. When sickness occurs within a period of annual leave, a supervisor may approve sick leave for the period of sickness.

e. When an employee who fails to request leave for an absence does not have sufficient accrued sick leave to cover the absence, or when the reason provided in the request does not warrant the approval of sick leave, the absence may result in a charge of annual leave, LWOP, or AWOL, as circumstances justify. When an employee has been charged AWOL for failure to properly request sick leave and it is subsequently determined that the reason for the absence was properly due to illness or for emergency examination, the AWOL charge will be changed to sick leave provided sufficient sick leave exists to cover the absence. Failure to properly request sick leave is a separate conduct infraction that may form the basis for disciplinary action for failure to follow prescribed procedures or instructions. (See Chapter 7 for guidance.)

f. Normally, the employee's initials on the time and attendance report will be sufficient to support a charge to sick leave for absences of three consecutive duty days or less. For absences of more than three consecutive duty days, sick leave may be supported by the employee's certification on the time and attendance report or by a medical certificate, whichever is required by the approving supervisor.

g. When abuse of the sick leave privilege is suspected, a medical certificate may be required to justify each period of sick leave. In such cases, the supervisor will advise the employee in writing, in advance, that a medical certificate will be required to support any future sick leave regardless of duration. For further information on specific procedures to use to correct possible sick leave abuse, refer to the Fort Devens Sick Leave Plan of Action at appendix B.

h. Normally, required evidence to support sick leave will be submitted by the employee upon return to duty after sick leave. Unless extenuating circumstances can be substantiated, the time limit for submission of required evidence will not exceed one full pay period following the employee's return to duty. In cases of prolonged absence, the supervisor may require the employee to furnish supporting evidence at reasonable intervals.

10-15 VOLUNTARY LEAVE TRANSFER PROGRAM. When an employee has exhausted his/her available leave due to a medical emergency, the Voluntary Leave Transfer Program is another option available for them to pursue. The Voluntary Leave Transfer Program permits federal employees who are covered by Title 5 U.S. Code, Chapter 63, subchapter I (Title 20 U.S. Code employees and Non-Appropriated Fund employees ARE NOT eligible to participate in the program) to donate annual leave for the use of other federal employees in medical or family medical emergency situations. To be eligible to participate in the program an employee must be able to provide documentation to support the medical emergency and to show that the medical emergency has already or is going to cause the employee to be absent from duty without available paid leave for at least eighty hours. If an employee meets this criteria, he/she (or someone acting in the employee's behalf) may contact the Directorate of Civilian Personnel, Management-Employee Relations Division, for a program application form. Once an employee is approved to participate in the program, the responsibility for soliciting donations of annual leave for the employee lives with the chain of command. Please note, the Voluntary Leave Transfer Program is not a leave "bank" or a leave "pool." Donations are made to program members on an individual basis from individual donors. For this reason, even though the program is an option, there is no guarantee that becoming a member will result in receipt of leave donations.

10-16 ADVANCING SICK LEAVE

a. Advances will be limited to deserving cases of serious disability or ailments. The employee's history of sick leave usage will be considered and the advance will be approved only when there is a reasonable assurance that the employee will return to duty to pay back the advance.

b. All available accumulated sick leave to the employee's credit must be exhausted. Consideration should be given to requiring the employee to use any annual leave that might otherwise be forfeited before advancing sick leave.

c. In cases of employees serving under temporary appointments or under probationary or trial periods, advance sick leave should not exceed the amount that the employee is expected to earn.

d. Where it is known or expected that an employee will separate or retire during the year, advanced leave will not exceed the amount that will accrue before the anticipated separation or retirement date.

e. The amount of sick leave advanced to an employee's account will not exceed 30 work days at any time.

f. Requests for advanced sick leave will be submitted in writing by the employee and will include a medical certificate signed by a physician or medical practitioner. The medical certificate must state the reason(s) for the absence, the expected date the employee will return to duty, and the prognosis for continued employment to pay back the advance. The approval of advanced sick leave may be made by the supervisor. A copy of the approval will be forwarded to the payroll office.

g. Reimbursement of unpaid advanced leave upon separation. The same provisions previously discussed under paragraph 10-10d for pay back of unpaid advanced annual leave apply to reimbursement for unpaid advanced sick leave.

10-17 LEAVE WITHOUT PAY (LWOP).

a. LWOP is a temporary nonpay status and absence from duty granted upon the employee's request.

b. LWOP is a scheduled, approved absence which is not dependent on type of appointment or tenure of the employee. LWOP cannot be imposed as a penalty, nor can an employee be required to apply for LWOP in lieu of suspension.

c. LWOP is charged in multiples of 15 minutes.

10-18 GRANTING LEAVE WITHOUT PAY.

a. Administrative discretion. Granting LWOP is a matter of administrative discretion. Normally, LWOP is not granted when an employee has accrued and/or accumulated annual leave except as prescribed in paragraph 10-18d below. An employee cannot demand that he/she be granted LWOP as a matter of right with the following exceptions.

(1) Disabled veterans needing medical treatment.

(2) Reservists and National Guardsmen desiring LWOP for military training duties.

b. Standards. It is Department of the Army policy to grant 90 days leave without pay to career and conditional employees or excepted service employees with competitive status who are:

(1) Giving up their jobs because the family or head of household is moving from one area to another and

(2) Who intend to seek Federal employment in the new area. This initial grant of 90 days may be extended upon the request of the employee. Each request will be judged on its own merits. The grant of leave without pay will not be denied solely because of sex or marital status.

c. Matters to be considered in acting on LWOP requests. Each request for LWOP must be examined closely to ensure that the value to the government or the serious needs of the employee are sufficient to offset the costs and administrative inconveniences to the government which result from the retention of an employee in a LWOP status. Among these costs and inconveniences are:

- (1) Encumbrance of a position.
- (2) Loss of services which may be in the organization.
- (3) Complication of retention preference registers in the event of reduction in force.
- (4) Obligation to provide active employment at the end of the approved leave period.
- (5) Credit of a maximum of six months LWOP each year toward retirement.
- (6) Eligibility for continued life insurance coverage under the Federal Employee's Group Life Insurance Act of 1954 (without cost to the employee for up to one year of nonpay status).

d. Benefits to be derived. As a basic condition for approval of an extended period of LWOP, there must be reasonable expectation that the employee will return to duty at the end of the period of absence. If considered desirable, written assurance of return to duty may be required. It should be apparent that at least one of the following benefits will result:

- (1) Increased job ability.
- (2) Protection of or improvement to the employee's health.
- (3) Retention of a desirable employee.
- (4) Furtherance of a program of interest to the government.

e. Approval authority.

(1) Unless otherwise restricted by the activity, LWOP not to exceed 30 calendar days may be approved by the employee's supervisor.

(2) Commanders or heads of activities, or their representatives, will evaluate requests for LWOP for more than 30 days. Those which are approved will be forwarded through channels to the DCP for processing. They must include:

- (a) A properly completed Standard Form 52 (Request for Personnel Action); and
- (b) A information which served as the basis for the approval.

(3) An SF 52 is also required for an injured or disabled employee if LWOP extends or is expected to extend to 80 hours or more.

f. Duration. While there is no maximum amount of LWOP which may be granted, the initial grant will normally not exceed a period of 90 days. Extensions for any like or shorter periods must be reviewed very carefully to ensure they are fully warranted. Extensions will be approved only when approval will serve the best interests of the government or when unusual circumstances indicate it would be obviously harsh or unfair to deny the extension. Extensions should be considered an exception to normal established policy. If any extension would cause an absence beyond two years, the employee should be separated and reemployed when he/she becomes available for duty.

10-19 ABSENCE WITHOUT LEAVE (AWOL). An absence from duty during the regularly scheduled basic tour of duty (not overtime) which is not authorized or for which a leave request has been denied may be charged as AWOL. Pay is withheld for the entire period of absence. Disciplinary action may also be taken when considered appropriate. If it is later determined that the AWOL charge was not proper, the time should be charged to duty time or to annual or sick leave, or LWOP as appropriate. AWOL will be charged in multiples of 15 minutes.

10-20 ABSENCE OF DISABLED VETERANS. A disabled veteran must be granted sick leave or annual leave or LWOP, as appropriate, as a matter of right under Executive Order 5396, 17 July 1960, for medical treatment when he/she presents an official statement from a duly constituted medical authority that medical treatment is required. The veteran must give prior notice of the definite days and hours of absence required for treatment, except in the event of an emergency when he/she will report the reason for the absence within the first two hours of the work day.

10-21 COURT LEAVE.

a. Department of the Army considers it a civic responsibility of all employees to respond to calls for jury duty and other court services. Requests that an employee be excused from jury duty should be made only when the employee's services are required to meet essential work schedules and when public interests are better served by the employee remaining on duty.

b. Court leave is granted only for days within the employee's regularly scheduled tour of duty when he/she would otherwise be in a duty or pay status.

c. Evidence to be submitted. Before absence on court leave, either as a juror or a witness, the employee will present the court order, subpoena, summons, or other official written request to the supervisor as far in advance as possible. Upon return to duty, written evidence of attendance at court will be presented to the supervisor showing the dates and hours (if possible) of the service. Generally, such statements may be obtained from the clerk of the court. The court order, subpoena, or summons is not required as a permanent record and should be disposed of in the same manner as other leave records.

d. Jury service.

(1) Eligibility.

(a) Court leave for jury service may be granted only to permanent and temporary employees, whether full or part-time, but not to intermittent employees.

(b) An employee in a nonpay status (LWOP, suspension, furlough) may not be granted court leave when called to jury service since court leave is only available to employees who, except for jury service, would be on duty or on leave with pay.

(2) Duration of jury service. An employee who is under proper summons from a state or federal court to serve on a jury will be granted court leave of absence with pay for the entire period, regardless of the number of hours per day or days per week he/she actually serves on the jury during the period. However, if the employee is excused or released by the court for any day or a substantial portion of the day, he/she is required to return to duty provided it would not cause the employee undue hardship because of the distance required to return to duty. Failure to return to duty (in the absence of a hardship) may result in a charge to annual leave, LWOP, or AWOL.

e. Witness service.

(1) Eligibility.

(a) Court Leave may be granted to full- and part-time regular and temporary employees during periods of necessary absence while serving in a nonofficial capacity as witnesses for a state or local government. Intermittent employees may not be given court leave.

(b) Court leave may not be granted to an employee for time spent testifying in their own behalf when the employee is the plaintiff in a proceeding involving the Federal, state, or local government. Likewise, court leave may not be granted to an employee who is a party in a suit against the government for time the employee-plaintiff spends in preparation for the trial, including answering the government's interrogatories, and the time the employee-plaintiff spends observing the conduct of the trial. Annual leave or LWOP is appropriate for such periods.

(2) Witness in official duty status. The following will be considered to be in an official duty status, as distinguished from a leave status, during the period of witness service:

(a) Witness in official capacity. When an employee is summoned or assigned by the employing organization to testify in an official capacity or to produce official records at a judicial proceeding, whether on behalf of a government or a private party, he/she is in an official duty status. The employee is considered a witness in an official capacity when called in relation to his/her current or former position in the Federal service.

(b) Witness in nonofficial capacity. When an employee, in obedience to a subpoena or direction by proper authority, appears as a witness for the Federal government in a nonofficial capacity, he/she is in an official duty status.

(3) Non-government witness. When an employee's appearance as a witness is in a nonofficial capacity and performed on behalf of a private party the absence from duty will be charged as either annual leave or LWOP.

f. Acceptance Of fees.

(1) For jury service in any Federal court. An employee not receive fees for jury service on regular work days in any Federal court, including any court in the District of Columbia, unless the employee is in a LWOP status. However, the employee may receive and retain fees for jury service on non-work days for which he/she receives no compensation from employment. The employee also may retain fees for jury service on a holiday in the basic tour of duty provided that, had the employee not been on jury service, he/she would have been excused from regular duties on the holiday.

(2) For jury service in any state, county, or municipal court. An employee will accept fees for jury service in state, county, or municipal courts for which absence is charged to court leave. Fees may be accepted and retained when the amount paid:

(a) Is in excess of normal gross salary. However, only the excess may be retained.

(b) Is for jury service performed outside the scheduled tour of duty (regular and overtime) which requires no absence from normal duties.

(c) Is for jury service performed on a holiday falling within the employee's basic tour of duty provided that, had the employee not been on jury service, he/she would have been excused from regular duties on the holiday.

(d) Includes an allowance specifically identified as a transportation expense allowance. This allowance will be retained.

(3) Disposition of fees. Fees for jury service which may not be retained will be forwarded by memoranda from the employee's supervisor to the Finance and Accounting Officer of the servicing payroll office.

10-22 FUNERAL LEAVE. A supervisor will approve an employee's request for funeral leave without charge to annual leave for up to three work days to make arrangement for or to attend the funeral or memorial service for an immediate relative who died as a result of wounds, disease, or injury incurred as a member of the armed forces while serving in a combat zone. Immediate relative means the following relatives of the deceased member of the armed forces:

a. Spouse, and parents thereof.

- b. Children, including adopted children, and spouses thereof.
- c. Parents.
- d. Brothers and sisters and spouses thereof.
- e. Any person related by blood or affinity whose close association with the deceased was such as to have been the equivalent of a family relationship.

10-23 MILITARY LEAVE COVERAGE AND EXCLUSIONS.

a. The following employees, if they are members of the National Guard or Reserve Components of the armed forces, are authorized military leave for active duty or training purposes. Such requests will be granted without loss to pay, time, or performance rating for the employee concerned.

(1) Full-time employees serving on permanent, temporary-indefinite, temporary appointment pending establishment of register (TAPER), or term appointments.

(2) Part-time career employees working a 16- to 32-hour regularly scheduled work week.

b. Intermittent employees and employees on temporary appointments of one year or less are not entitled to military leave.

10-24 MILITARY LEAVE EARNING RATES.

a. Accrual and use of military leave will be on a fiscal year basis. An eligible full-time employee accrues 15 calendar days of military leave each fiscal year, while an eligible part-time employee accrues such leave on a prorated basis. Thus, the accrual rate for a part-time career employee is a percentage of the full-time rate. This is determined by dividing 40 into the number of the part-time employee's regularly scheduled work hours. Any portion of unused military leave accrued in a fiscal year (not to exceed 15 days) may be carried over to the next fiscal year.

b. Members of reserve or National Guard units called to active duty to provide military aid for law enforcement purposes are authorized up to 22 work days military leave per calendar year.

10-25 GRANTING MILITARY LEAVE.

a. A reservist or National Guardsman must be granted leave of absence for the period or periods required to perform active duty for training or inactive duty for training in the armed forces. If military leave has been exhausted or there is no entitlement, the employee may use annual leave or will be carried in a LWOP status.

b. Evidence to be submitted. The military order calling the employee to active military duty is sufficient evidence for initially authorizing military leave. Upon return to civilian duty, the employee will furnish official evidence of his/her performance of military duty.

c. Advance notice. The employee is responsible for requesting military leave from the supervisor as far in advance of entry on active duty as possible so arrangements may be made for continuation of work.

d. Computation. Military leave is computed on a calendar-day basis. The non-work days falling within a period of absence on military training duty are charged as military leave, but non-work days occurring at the beginning or end of the period are not charged as military leave.

e. Injury or sickness extending active duty. If, because of sickness or injury, an employee's active duty orders are extended beyond the initial period covered by military leave, available sick leave, annual leave, and/or LWOP

may be granted concurrent with receipt of military pay and allowances. For periods not actually confined to a hospital, a medical determination is required that the employee's sickness or injury has resulted in an inability to perform the duties of the civilian position.

f. Pay status.

(1) Generally a pay status either immediately prior to the beginning of military duty or a return to a pay status, immediately afterwards is a requisite to entitlement of military leave with pay. The determination should be based on whether, but for active duty, the employee would have been in a civilian pay status during the period he/she was on active duty.

(2) An employee who is on military leave on a regularly scheduled overtime day is entitled to overtime pay for that day.

(3) An employee on a tour of duty which permits night differential pay is entitled to night differential pay during the period he/she is on military leave.

g. Effect of resignation.

(1) A reservist or National Guardsman who resigns from his/her civilian position and later enters on active military duty is not entitled to military leave for any portion of the period of military service.

(2) A reservist or National Guardsman who resigns or is separated from his/her civilian position for active military duty will have his/her separation date extended to permit a grant of any military leave to which entitled.

h. Return to duty. An eligible employee may be granted military leave even though the possibility exists that the employee will not return to his/her civilian position at the expiration of military duty.

i. Military leave versus military furlough. Military leave is an approved absence with pay for limited periods for active duty or training purposes. Military furlough is an approved absence due to extended active duty for general service with the armed forces.

10-26 EXCUSED LEAVE.

a. Excused leave is an absence from duty administratively authorized without loss to pay or charge to leave. Excused leave is authorized on an individual basis, except where an activity or component thereof is closed or a group of employees on a specific project are excused from work. Paragraphs 10-26 through 10-36 highlight frequently questioned situations where excused leave requests either may or must be granted. They are not all-inclusive. Therefore, if there is any question, for any reason, about an employee's request for excused leave, Personnel Services Division 5 of the DCP should be contacted for information.

b. While employees may be administratively excused from duty on scheduled overtime days falling outside the basic 40-hour work week, such absences are not within the authority contained herein. Overtime pay will not be given for these absences.

10-27 ADVERSE ACTIONS, GRIEVANCES, APPEALS, AND DISCRIMINATION COMPLAINTS. If otherwise in an active duty status, employees may use reasonable amounts of official time under the following circumstances.

a. Affected employees.

(1) To prepare a written reply or make oral reply to a notice of proposed adverse action.

(2) To prepare an appeal or discrimination complaint.

(3) To present an appeal or discrimination complaint at a hearing.

b. Representative.

- (1) To assist in the preparation of an appeal or discrimination complaint.
- (2) To assist in the presentation of an appeal or discrimination complaint at a hearing.

c. Witness.

- (1) To participate in an appeal, or discrimination complaint hearing.
- (2) Employees are considered to be in a duty status during appeal hearings. Generally, such hearings are held during the day even though night shift employees may be involved. Therefore,
 - (a) When a night shift employee participates in a daytime hearing, any hours in a duty status which exceed eight hours per day or 40 hours per week constitute overtime work for which overtime rates (or, when otherwise appropriate, compensatory time in lieu thereof) are payable.
 - (b) In any case where a night shift employee so elects, arrangements may be made to substitute daytime attendance for night shift hours. Such action must be at the request of the employee.

10-28 ATTENDANCE AT CONFERENCES OR CONVENTIONS. An employee may be excused to attend conferences and conventions when it is determined that attendance will serve the best interests of the government. Such absences will be limited to situations where the employee is designated as an official representative, or where direct relationship between items on the agenda and the employee's official duty assignments make it necessary or desirable that he/she attend. An employee may not be excused to attend a conference or convention which does not relate directly to official assignments, but annual leave or LWOP may be allowed for this purpose to the extent work conditions permit.

10-29 BLOOD DONATION. An employee who volunteers as a blood donor without compensation will be authorized a maximum of four hours excused absence on the day of the blood donation, including the time required to travel to and from the blood center and to give blood. Donors are encouraged to take the full four hours excused absence for recuperation.

10-30 EMPLOYMENT INTERVIEWS.

- a. Employees may be excused without charge to leave or loss of pay to participate in interviews when:
 - (1) Competition is for a position within the Department of Defense; or
 - (2) The individual is under notice of separation or change to lower grade for any reason except personal cause.
- b. Time spent in interviews in circumstances other than those above will be charged to annual leave or leave without pay (if requested by the employee).

10-31 MEDICAL EXAMINATIONS. Time spent for medical and x-ray examinations to determine an employee's fitness for the Federal service will be considered duty time. This does not apply to physical examinations given to applicants prior to entrance on duty. Any examination conducted by a personal physician for purposes of an employee's applying for disability retirement are chargeable as sick leave, annual leave, or LWOP. However, if a Federal medical officer asks to see an employee about an application for disability retirement, such time will be considered duty time.

10-32 ON-THE-JOB INJURIES. An employee sustaining a job-related injury will be considered in a duty status and will receive pay without charge to leave for the time required to obtain emergency treatment to the extent that the time falls within his/her prescribed hours of work for that day.

10-33 RELOCATION. An employee may be excused for a reasonable time to make personal arrangements and to transact personal business directly related to a permanent change of station which is in the interest of the Federal government, provided that such business or arrangements cannot be transacted outside the employee's regular working hours. This includes such things as making err arrangements for the packing and unpacking of household goods, and obtaining a driver's license, auto tags, and passports.

10-34 TAKING EXAMINATIONS.

a. Employees will be granted time off without charge to leave for the time necessary to take:

(1) Non-competitive examinations for promotion when the employing activity has requested that the employee take the examination.

(2) Examinations for their present job, including reexaminations.

(3) Tests administered under the Local Merit Promotion Program.

b. Absence to take any other examination will be charged to annual leave or leave without pay.

10-35 TARDINESS AND BRIEF ABSENCE. Tardiness and brief absences from duty of less than one hour may be excused if the reason(s) are justifiable to the supervisor. When an employee is tardy or otherwise absent from duty without an acceptable reason, a charge to annual leave, LWOP, or AWOL will be made. Neither annual leave (charged in one-hour increments) nor LWOP (charged in 15-minute increments) may be charged without the employee's consent. Nor can the employee be required to work during the period covered by the annual leave or LWOP charge. Absences charged to AWOL (charged in 15-minute intervals) are made at the supervisor's discretion (the employee's consent is unnecessary) and may form the basis for a disciplinary action. Chronic tardiness should not be excused or recognized as annual leave or LWOP if it is to be the subject of disciplinary action. Rather, it should be recorded as AWOL and Chapter 7 should be consulted for guidance on taking appropriate corrective action.

10-36 TRAVEL TIME. Travel time without charge to leave will be provided for employees on temporary duty or permanent change of station. This time may not exceed the time required for completion of the travel by common carrier over the most direct, usually-traveled route, including delays not at the employee's convenience. Any excess travel tin will be charged to leave.

10-37 USE OF DCP, EEOO, OR IG SERVICES. An employee will be excused to use the services of the Directorate of Civilian Personnel, the Equal Employment Opportunity Office, or the Inspector General's office. However, the employee first must obtain his/her supervisor's permission to be absent from the work site.

10-38 ABSENCE FOR MATERNITY REASONS.

a. Pregnancy is a condition which eventually requires the employee to be absent from the job because of incapacitation. An absence covering pregnancy and confinement is to be treated like any other medically certified temporary disability regardless of the type of appointment held.

b. Absence for maternity reasons may be charged to sick leave or a combination of sick leave, annual leave, or LWOP). An employee should not be granted LWOP until sick leave has been exhausted. However, an employee may elect to use LWOP rather than annual leave (except when the employee has use-or-lose annual leave available).

c. Sick leave may be advanced for maternity reasons when it is reasonably believed the employee will return to duty.

d. The period during which pregnant women should not be continued at work is to be determined by the employee, her physician, and her supervisor on an individual case basis. Sick leave may be used to cover the time required for physical examinations and to cover the period of incapacitation. After delivery and recuperation, an employee may desire a period of adjustment or need time to make arrangements for the care of the child. These additional leave requirements can only be taken care of by using available annual leave or leave without pay.

e. When there is doubt of the employee's ability to continue performing the duties of her position safely, the supervisor should have her furnish a medical certificate authorizing continued work and should take whatever precautionary measures appear necessary.

f. An employee should report pregnancy as soon as it is known so steps can be taken to:

(1) Protect her health by investigating and improving her working conditions, if necessary.

(a) When an employee reports her pregnancy, the supervisor should determine whether her duties or surroundings involve exposure to hazards which can be reduced or eliminated.

(b) Generally, pregnant women should not be employed in occupations that involve heavy physical exertion or continuous standing or moving about. Neither should they be employed in work involving exposure to toxic substances during any period of pregnancy.

(c) Medical advice should be sought if the duties of the position involve work requiring a good sense of bodily balance or in which the level of accident risk is characterized by accidents causing severe injury.

(d) When duties of the employee require activity or exposure which may be injurious to health, reasonable efforts must be made to detail or temporarily reassign the employee to other available work for which she is qualified. If another assignment is not available and a medical certification of the employee's incapacitation for the duties of her regular position is received, she should immediately be placed on leave.

(2) Allow the supervisor an opportunity to prepare for any staffing adjustments which may be necessary.

10-39 GRANTING LEAVE FOR MATERNITY REASONS.

a. Employees will request leave for maternity reasons far enough in advance of anticipated confinement to allow for administrative planning for a substitute/replacement and for proper cross-training. Requests for leave will be submitted in advance by memorandum or by Standard Form 71 (Application for Leave). The request for leave, accompanied by a physician's certificate giving the anticipated or recommended dates of confinement, will be submitted through the appropriate supervisor to the DCP. The approved request and doctor's certificate will be forwarded to the payroll office.

b. The timekeeper will charge the leave to sick leave on the time card and code it as "Maternity Leave" in the "Remarks" block. Upon exhaustion of sick leave, the maternity leave will automatically be charged to annual leave, then LWOP by the payroll office unless the time card indicates that the employee has requested and received approval to use LWOP in lieu of annual leave..

c. Regardless of whether the employee contemplates resigning or returning to duty following absence for maternity reasons, the employee will be granted sick leave upon request to the extent that accumulated sick leave is available. The accumulated sick leave will be applied on a regular pay period basis. Limited appointments will not be extended for the sole purpose of granting sick leave under these provisions.

d. Absence not medically certified as due to incapacitation for the performance of duty may be the basis for an employee's request for annual leave or LWOP.

e. Where competent medical advice has indicated that the employee should not be permitted to work and the employee does not request leave, she may be required to take leave in order to prevent injury to her health.

10-40 ABSENCE FOR PATERNITY REASONS. A male employee may request only annual leave or LWOP for purposes of assisting or caring for his minor children or the mother of his newborn child while she is incapacitated for maternity reasons. Each request should be considered on its own merits and in consonance with the policies described in the preceding section on annual leave and LWOP.

10-41 LEAVE FOR ADOPTIVE PARENTS. Any employee, male or female, adopting a child may desire a period of time off work in order to make necessary family adjustments and to make arrangements for child care. The use of annual leave or LWOP is appropriate for such purposes. Supervisors are encouraged to approve such leave requests in these circumstances.

CHAPTER 11

OVERTIME

11-1 REFERENCES.

- a. Fort Devens Regulation 690-5, Overtime Pay.
- b. Appropriate article(s) of the collective bargaining agreement (where applicable).

11-2 GENERAL. There are two laws which govern overtime compensation for Federal employees, Title 5 of the U.S. Code and the Fair Labor Standards Act (FLSA).

a. Employee overtime entitlement. An employee's overtime entitlements depend upon which law they are covered by. To determine what law provisions apply to which employees, the designation "exempt" and "nonexempt" positions is available.

b. "Exempt" vs. "nonexempt" positions. Exemption status refers to coverage under the FLSA. A "nonexempt" employee is covered by FLSA. An "exempt" employee is exempt from FLSA coverage and is therefore covered by Title 5 provisions. The determination of whether a position is "exempt" from FLSA or not is made by a Classification Specialist with the DCP. The FLSA status of an employee's position can be found in Block 9 of DA Form 374 (Position Description), block 35 of Standard Form 50-B, and the "FLSA Code" box on the Leave and Earnings Statement.

c. "Hours of Work" For determining overtime. Both Title 5 and FLSA mandate that overtime pay must be earned for any hours in excess of eight hours in a day or 40 hours in a week, with exception to employees whose work in excess of these hours is not "overtime work" (e.g., flexible and compressed work schedules, firefighters, etc.). Agencies must count all hours, including hours in a paid nonwork status (i.e., paid leave, holidays, compensatory time off, excused absences), when determining an overtime entitlement. Thus, while it would be poor management practice to officially order and approve it, an employee could logically receive overtime pay for working on Saturday after spending the previous week on annual leave.

11-3 TITLE 5 OF U.S. CODE.

a. Application. Title 5 of the U.S. Code applies to exempt employees and mandates overtime compensation for all work which the agency "officially orders and approves". This means that these employees can "donate" extra time to work without being compensated. They are entitled to overtime compensation only when they are officially ordered to work beyond eight hours in a day or 40 hours in a week.

b. Overtime pay calculation. Overtime pay for these employees is calculated at a rate of 1.5 times the employee's hourly pay, to include any applicable differentials, but cannot exceed 1.5 times the rate of a GS-10, Step 1 (e.g., a GS-11, step 5 who is officially ordered to work overtime would only be compensated at a rate of 1.5 times the pay of a GS-10, Step 1.).

11-4 FAIR LABOR STANDARDS ACT (FLSA).

a. Application. The Fair Labor Standards Act (FLSA) applies to all nonexempt employees (i.e., employees whom the Act covers) and requires agencies to pay overtime compensation for any overtime work that the agency either orders or "suffers and permits" which is in excess of eight hours in a day and 40 hours in a week.

b. "Suffers and Permits". In contrast to Title 5 provisions, the FLSA prohibits agencies from accepting extra work from nonexempt employees without compensating them for that work. Supervisors who "suffer and permit" (i.e., knowingly or unknowingly allow) their nonexempt employees to work before or after their tour of duty, during the lunch period, and/or on weekends or holidays create an overtime entitlement which does not depend upon fund

availability and/or specific approval of overtime pay by higher authority. (This can also include, in some cases, official travel outside of the regular tour of duty).

c. Supervisory Responsibilities. Employees have the right, for up to six years after they perform the extra work, to file a claim for overtime under the FLSA. Supervisors who do not want to incur such an FLSA overtime entitlement have a positive duty to guarantee that their nonexempt employees do not work more than their scheduled tour of duty. Merely issuing an order, however, is not enough. Supervisors must also take positive steps to enforce their orders, to include administering discipline if appropriate. It is also vital for supervisors to keep complete and accurate records of the hours which their employees work.

d. Employee rights. For up to six years after they perform the extra work, nonexempt employees have the right to file a claim for overtime under the FLSA. (Unless it specifically excludes FLSA claims from its coverage, employees in bargaining units represented by a union will use the negotiated grievance procedure to file their claims.)

e. Overtime pay calculation. Overtime pay for these employees is calculated at a rate of 1.5 times the employee's hourly pay to include any differentials.

11-5 COMPENSATORY TIME as a form of payment for overtime work. Compensatory time is available and can be used by management as follows:

a. For exempt employees, covered by Title 5 overtime provisions :

(1) Exempt employees whose salaries, including any differentials, are equal to or less than a GS-10, step 10 may ELECT compensatory time instead of overtime pay. Employees meeting this salary requirement cannot be forced to take compensatory time instead of overtime pay.

(2) Exempt employees whose salaries, including differentials, exceed a GS-10, step 10 can be required to take compensatory time in lieu of overtime.

b. For nonexempt employees, covered by FLSA overtime provisions:

(1) Nonexempt General Schedule (GS) employees can receive compensatory time if and only if they request it instead of overtime payment. They are free to demand compensation for overtime work in the form of overtime pay.

(2) Nonexempt Federal Wage System (WG, WL, etc.) must receive overtime pay for overtime work. They may not receive compensatory time, even if they request it.

c. Compensatory time must be officially recorded both when an eligible employee earns it (works overtime) and when the employee uses it.

11-6 USING COMPENSATORY TIME. Employees should be allowed to use compensatory time as soon as possible, preferably during the pay period in which they earned it. When the organization cannot excuse the employee to use it within 13 pay periods after he/she earned it, the employee must receive overtime pay. Accordingly, before approving work in return for compensatory time, supervisors need to ensure fund availability and the authorization to pay overtime to cover the extra work's potential cost.

11-7 ASSIGNING OVERTIME WORK. Before assigning overtime work, supervisors must obtain the permission of appropriate superiors to spend overtime funds. Management in all cases determines who is qualified to perform an overtime assignment. Although employees should receive as much advanced notice as possible, supervisors may compel employees to remain on duty after their normal quitting time even if "as much advance notice as possible" must occasionally be "little or no advance notice." Where a position is subject to seasonal overtime and/or frequent overtime with little or no advance notice, supervisors should so advise candidates for employment.

a. Bargaining unit members. When assigning overtime work to qualified bargaining unit members, supervisors must in all cases follow whatever procedures the Employee and the Union have agreed to in the collective bargaining agreement. Such procedures typically specify priorities, call for rotation, allow for or require the seeking of volunteers, prescribe normal advance notice requirements, etc. Procedures, however, may not legally deprive management of the right to assign work, i.e., to compel overtime if necessary, and, when it cannot be avoided, to do so with little or no advance notice.

b. Employees who are not members of bargaining units. When making selections for overtime work among employees who are not members of a collective bargaining unit represented by a union, a supervisor is free to use any criteria and system as long as he/she applies it consistently, and it both accomplishes the mission and fairly spreads the burdens and benefits of overtime among qualified employees.

CHAPTER 12

WITHIN-GRADE PAY INCREASES

12-1 WITHIN-GRADE PAY INCREASES. Within-grade pay increases are increases in the basic rates of pay which are granted to employees upon the fulfillment of certain performance and time-in-grade requirements established by law and/or regulations. They do not involve a change in duties, title, or grade of the position occupied.

12-2 ELIGIBILITY REQUIREMENTS FOR WITHIN-GRADE INCREASES. In addition to quantity of work and time-in-grade considerations, there are two system for determining eligibility. These are based upon the types of employees involved. The types of employees and the eligibility criteria are as follows:

12 -3 GENERAL SCHEDULE EMPLOYEES (GS). In accordance with current regulations, the following procedure will be followed in processing within-grade increases for employees occupying GS positions.

a. Eligibility for a within-grade increase is dependent upon the following requirements:

(1) The employee must have a permanent, temporary pending establishment of register, or indefinite appointment (one not limited in time to one year or less) and be paid on a per annum basis. Employees appointed under temporary appointments limited to one year or less are not eligible.

(2) The employee must have completed the prescribed waiting period of creditable service: 52 weeks if the increase is to Step 2, 3, or 4; 104 weeks if the increase is to step 5, 6, or 7; 156 weeks if the increase is to Step 8, 9, or 10.

(3) The granting of a within-grade increase is based upon a positive determination that the employee is performing at an acceptable level of competence. Supervisors will be responsible for informing each employee, in writing, of the performance requirements established for his position and factors applied in determination of acceptable level of competence. In all cases, the DCP must be consulted prior to withholding a step increase.

(4) Creditable service, in the computation of waiting periods, includes periods of unpaid absence, the total of which does not exceed two workweeks during a prescribed waiting period for advancement to step rate 2, 3, or 4; four workweeks for advancement to step rate 5, 6, or 7; and six workweeks for advancement to step rate 8, 9, or 10.

b. Within-Grade Pay Increases. The effective date for a within-grade increase will be at the beginning of the pay period after all of the above requirements have been met. At least 60 days before the employee meets the service requirements for the within-grade increase, the DCP will forward a listing of employees who are due a within-grade increase through the director or commander to the supervisor. If the employee is determined by the supervisor to meet all of the requirements to receive a within-grade, the supervisor does not have to take any further action and the within-grade increase will be processed. A determination that the employee's performance has not been of an acceptable level of competence must be reported in writing to your Management Employee Relations (MER) Specialist in the DCP immediately following the receipt of the employee listing. When an employee's current performance is less than Fully Successful, a special performance rating must be prepared indicating specifically where the employee's performance is not meeting established performance standards. This action will normally postpone the date of the within-grade. Once the special rating is prepared, the MER Specialist will be available to assist in the development of a Performance Improvement Plan for the employee.

12-4 WAGE GRADE EMPLOYEES (WG). In accordance with current Federal Wage System, the following policy is established and will be followed in processing step-rate increases and pay adjustments for wage grade employees:

a. Within-grade increase waiting period.

(1) For a full-time employee, and for a nonfull-time employee with a prearranged regularly scheduled tour of day, the waiting periods for advancement to the second, third, fourth, and fifth rates in all grades are - -

- Rate 2: 26 weeks of creditable service in rate 1;
- Rate 3: 78 weeks of creditable service in rate 2;
- Rate 4: 104 weeks of creditable service in rate 3; and
- Rate 5: 104 weeks of creditable service in rate 4.

(2) For a nonfull-time employee without a prearranged regularly scheduled tour of duty, the waiting period for advancement to the second, third, fourth, and fifth rates in all grades are - -

- Rate 2: 130 days of creditable service in a pay status in rate 1 over a period of no less than 26 calendar days;
- Rate 3: 390 days of creditable service in a pay status in rate 2 over a period of no less than 26 calendar days;
- Rate 4: 520 days of creditable service in a pay status in rate 3 over a period of no less than 104 calendar weeks;
- Rate 5: 520 days of creditable service in a pay status in rate 4 over a period of no less than 104 calendar weeks;

Any day on which part-time service is performed constitutes a full day.

b. Start of a Waiting Period. A waiting period starts:

(1) At the beginning of a new appointment as an employee of the federal government or the government of the District of Columbia.

(2) After a break in service or a nonpay status in excess of 52 weeks.

(3) Upon receiving an equivalent increase.

c. An employee will automatically advance to the next higher rate of his/her grade at the beginning of the first pay period following completion of the required waiting period provided his/her performance in the position is satisfactory, and he/she has not received an equivalent increase in pay during the waiting period. An employee's performance is satisfactory when he/she achieves or maintains a performance rating of fully successful or higher.

d. Creditable Service.

(1) Continuous civilian employment in any branch of the federal government when employed within a Department of Defense or Coast Guard nonappropriated fund instrumentality is creditable service in the computation of a waiting period. Service credit is given for this employment during periods of annual, sick, and other leave with pay; advanced annual and sick leave, and service under a temporary appointment. The waiting period is not interrupted by nonwork days intervening between an employee's last regularly scheduled workday in one job, and his/her first regularly scheduled workday in a new job.

(2) Time in a nonpay status is creditable for full-time and nonfull-time employees within a prearranged scheduled tour of duty, if the time in a nonpay status does not exceed the following:

- One workweek in the waiting period for rate 2.
- Three workweeks in the waiting period for rate 3.

- Four workweeks in the waiting period for rates 4 and 5.

(3) When an employee has time in a nonpay status in excess thereof, he/she shall make it up with creditable service before the next within-grade increase is effected.

(4) A leave of absence or a period of separation during which an employee is receiving Workmen's Compensation is creditable service in the computation of a waiting period.

(5) The period from the date of an employee's separation with a reemployment right granted to the date of return to duty through the exercise of that right is creditable service in the computation of a waiting period.

CHAPTER 13

INJURY REPORTING AND COMPENSATION

13-1 It is the policy of the Department of the Army (DA) that any employee who is injured in the performance of his/her duties shall receive all the benefits which may be available to him/her without delay. The DCP is the designated official to ensure that DA obligation under the Federal Employee's Compensation Act and Chapter 810, Federal Personnel manual are properly discharged.

13-2 Activities are expected to maintain an adequate supply of the basic forms needed for the proper recording and reporting of injuries. These forms are stocked in the USAISC Publications Section. The forms and their uses are indicated in Table 1.

13-3 Employees paid from appropriated funds who are injured in performance of their official duties who require medical care should be furnished a CA 16 (Request for Examination and/or Treatment). The employee may seek treatment from any qualified physician or hospital. Employees injured in the performance of their official duties are entitled to emergency medical treatment at Cutler Army Community Hospital. When such an injury occurs, the supervisor's primary duty is to see that adequate medical treatment is provided immediately. The employee, must, however, also be given every chance to be examined and treated by a hospital or private doctor in the area. Form CA 16, completed by supervisor, should be issued to the Cutler Army Community Hospital or any duly qualified physician or hospital of the employee's choice. The employee should take this form to the medical facility or attending physician at the time of treatment unless oral authorization for treatment is given by the supervisor. If oral authorization for treatment is given by the supervisor, Form CA 16 should be issued within 48 hours thereafter.

13-4 The term physician includes surgeons, osteopathic practitioners, podiatrists, dentists, clinical psychologists, optometrists, and chiropractors within the scope of their practice as defined by state law. The term physician includes chiropractors only to the extent that their reimbursable services are limited to treatment consisting of manual manipulation of the spine to correct a subluxation as demonstrated by X-Ray to exist, and subject to regulation by the Secretary of Labor.

13-5 An employee who sustains a disabling job related traumatic injury is entitled to continuation of regular pay (subject to income tax, retirement, and other deductions) for a period not to exceed 45 calendar days.

- a. The agency must continue the injured employee's pay unless one of the following conditions exists:
 - (1) The disability is a result of an occupational disease or fitness; or
 - (2) The injury was caused by the employee's willful misconduct or the employee's intoxication was the proximate cause of the injury; or
 - (3) The injury was not reported on Form CA 1 within 30 days following the injury; or
 - (4) Work stoppage first occurred three months or more following the injury.
- b. The number of hours in a continuation-of-pay (COP) status will be recorded as "other" leave on time and attendance and a copy of the CA-1 in support of lost time forwarded with time cards to the Civilian Payroll Office.
- c. When pay continues after the employee stops work because of a disabling injury, it must not be interrupted until:
 - (1) The agency receives medical information from the attending physician to the effect that the employee is no longer disabled; or
 - (2) The agency receives notification from the Office of Workmen's Compensation (OWCP) that pay should be terminated; or

(3) At the expiration of 45 days.

d. The 45 days are interpreted as calendar days and if the employee has stopped work because of the disabling effects of the injury, the period starts at the beginning of the first day of dignity following the date of injury when there is immediate time loss (the agency will keep the employee in a pay status for any fraction of a day or shift on which the disability begins with no charge to the 45-day period). If the employee stops work for only a portion of a day or shift (other than the day or shift when disability begins) that day or shift will be considered as one calendar day. If the employee is not immediately disabled as a result of the injury, the 45 days will begin on the first full day or the first full shift when disability begins. If the employee is injured before the official work day begins and if time is lost that day, the first day of COP is the day of injury beginning at the start of the official work day.

e. COP (45-day period) is to be charged when an employee works at a light duty assignment due to work limitations imposed by the injury.

13-6 Compensation based on loss of wages is payable, subject to the waiting days (LWOP 3 days), after the 45th day from the traumatic injury.

a. When an injured employee loses pay due to temporary total disability resulting from an injury, compensation is payable at the rate of 66 2/3 percent of the pay rate established for compensation purposes. The compensation rate is increased to 75 percent when there are one or more dependents.

b. Compensation may not be paid while an injured employee receives pay for leave. The employee has the right to elect whether to receive pay for leave or to receive compensation.

13-7 An employee may decide to take sick or annual leave, or both, to avoid possible interruption of income. If the employee elects to take leave and the claim for compensation is subsequently approved, the employee may arrange with the employing agency to buy back the leave used and have it reinstated to the employee's account.

13-8 Compensation is provided for specified periods of time for permanent loss, or loss of use, of each of certain members, organs, and functions of the body.

13-9 Subsequent to submission of a claim by an injured employee, OWCP will correspond directly with the employee concerning his claim. All records are considered the records of OWCP, and the Department of the Army is responsible for their maintenance.

13-10 Employees should be advised that information concerning travel expenses, amount of compensation paid, annuity versus compensation, etc., can be obtained from the Civilian Personnel Federal Employees Compensation Act Program Administrator.

13-11 In accordance with FPM-870, an injury which results in dismemberment may qualify the employee for benefits under Federal Employment Group Life Insurance. Written notice of the accident must be sent to Office of Federal Employees Group Life Insurance (OFEGLI) within 20 days of the accident. Claim for dismemberment with proof of loss must be filed within 90 days of the loss. The servicing personnel representative, Directorate of Civilian Personnel, will provide assistance in submitting a valid claim.

13-12 ADMINISTRATIVE PROCEDURES. Traumatic Injury.

a. The employee will:

(1) Give verbal notice to supervisor.

(2) Give written notice to supervisor on CA 1.

b. Supervisor of employee will:

- (1) Authorize medical treatment on Form CA 16.
- (2) Complete supervisory portion of CA 1.
- (3) Show lost time on day of injury as official duty time.
- (4) If lost time will exceed day of injury, employee elects to use continued pay, and medical evidence indicates injury is job related, the supervisor will provide a copy of CA-1 to support continuation of pay to Civilian Pay (see para 13-5).
- (5) Forward to DCP:
 - (a) original of completed CA 1.
 - (b) Original CA-16's, 20, etc., to include bills for services rendered.
- (6) Initiate CA Form 3 upon expiration of 45 calendar days continued pay or upon return to duty whichever is first.
 - c. If disability exceeds 45 calendar days and employee wishes to claim compensation for lost time, the employee and supervisor must complete Form CA 7. The employee must have attending physician complete CA Form 20. The original and one copy of each completed form will be forwarded to DCP. These forms should be completed after 30 days of lost time when disability is expected to test beyond 45 days. If approved by OWCP, compensation for the initial period of lost pay will be on the basis of the CA 7 and CA 20 along with previous reports which will have been forwarded by DCP.
 - d. Claims for additional periods of lost time will be made, using Form CA 8. The original and one copy of Form CA 8 will be forwarded to DCP for this purpose.
 - e. Additional information will be provided by the DCP on an individual basis in the case of recurrence of disability or occupational injury or disease. DCP will then coordinate with the employee, supervisor and OWCP.

TABLE 13-1
FORM TITLE AND PURPOSE

FORM NO.	FORM TITLE	PURPOSE	PREPARED BY	WHEN SUBMITTED	COMPLETED FORM SENT TO
CA-1	Federal Employees Notice of Traumatic Injury and claim for Continuation of Pay/Compensation	Notifies Official Superior (supervisor) of traumatic injury and furnishes the Official Superior's report to OWCP when (a) the employee has sustained a traumatic injury which is likely to result in any medical charge against the compensation fund, or if (2) the injured employee loses time from work on any day following the injury date -- whether the time from work is charged to the leave record or the employee chooses to receive continuation of pay; (3) prolonged treatment is indicated -- even if the treatment is received on off-duty hours; (4) disability for work may subsequently occur; (5) permanent disability appears likely; or (6) serious disfigurement of the face, head, or neck is likely to result.	Employee or someone acting on employee's behalf; witness (if any), supervisor	By employee within 2 working days, but will meet statutory requirements if filed no later than 3 years after the injury; by supervisor within 2 working days following receipt of the form from the employee.	Supervisor, by employee or someone acting on employee's behalf then to the appropriate OWCP office by the supervisor through the compensation specialist at civilian personnel.
CA-2	Federal Employee's Notice of Occupational Disease and Claim for Compensation	Notifies supervisor of an occupational disease and furnishes the Official Superior's report to OWCP when (1) the disease is likely to result in any medical charge against the compensation fund; or if (2) the employee loses time from work on any day because of the disease -- whether the time from work is charged to the leave record of the employee chooses to claim injury	Employee or someone acting on employee's behalf; witness (if any) supervisor	Within 30 days but will meet statutory time requirements if filed no later than 3 years after the injury; by supervisor immediately after receipt of the form from the employee.	Supervisor, by employee or someone acting on employee's behalf then to the appropriate OWCP office by the supervisor through the compensation specialist at civilian personnel.

compensation; (3) prolonged treatment is indicated -- even if the treatment is received on off-duty hours; (4) disability for work may subsequently occur; (5) permanent disability appear likely; or (6) serious disfigurement of the face, head, or neck is likely to result.

CA-2a	Notice of Employee's Recurrence of Disability and Claim for Pay/Compensation	Notifies OWCP that an employee, after returning to work, is again disabled due to a prior injury or occupational disease previously reported. It also serves as a claim for continuation of pay or for compensation based on the recurrence of a previously reported disability.	Supervisor	Immediately upon receiving notice that the employee has suffered a recurrence. When the employee stops work as a result of recurring disability. The employee shall advise the supervisor whether he/she wishes to continue to receive regular pay provided qualifications are met or charge the absence to sick or annual leave.	Civilian Personnel Compensation Specialist
CA-3	Report of Termination of Disability and/or Payment	Notifies OWCP that disability from injury has terminated and/or that continuation of pay has terminated and/or that employee has returned to work.	Supervisor	Immediately after the disability or continuation of pay terminates, or the employee returns to work.	Civilian Personnel Compensation Specialist
CA-5	Claim for Compensation by Widow, Widower and/or Children	Claims compensation on behalf of these dependents when injury results in death.	Person claiming compensation (or guardian on behalf of children) and attending physician.	Within 30 days, if possible, but no later than 3 years after death. If the death resulted from an injury for which a disability claim was timely filed, the time requirements for filing death claim have been met.	Civilian Personnel Compensation Specialist
CA-5b	Claim for Compensation by Parents, Brothers, Sisters, Grandparents, or Grandchildren.	Claims compensation for these dependents when injury results in death.	Person claiming compensation (or guardian on behalf of children) and attending physician.	Within 30 days, if possible, but not later than 3 years after death. If the death resulted from an injury for which a disability claim was timely filed, the time requirements for	Civilian Personnel Compensation Specialist

				filing death claim have been met.	
CA-6	Official Superior's Report of Employee's Death	Notifies OWCP of the employment-related death of an employee.	Person claiming compensation (or guardian on behalf of children) and attending physician.	Within 30 days, if possible, but not later than 3 years after death. If the death resulted from an injury for which a disability claim was timely filed, the time requirements for filing death claim have been met.	Civilian Personnel Compensation Specialist
CA7	Claim for Compensation on Account of Traumatic Injury	Claims compensation based on a traumatic injury of (1) medical evidence show disability is expected to continue beyond 45 days and injury compensation is claimed after expiration of the period; or (2) the traumatic injury has resulted in permanent disability involving the total or partial loss, or loss of use of an extremity of the body (or hearing or vision) or certain other external or internal organs of the body or serious disfigurement of the face, head or neck; (3) loss of wage-earning capacity. Also claims augmented compensation based on a dependent.	Employee or someone acting on employee's behalf; supervisor, and attending physician (on attached Form CA-20).	In case of traumatic injury, the form must be completed and filed with OWCP not more than 5 working days after the termination of the 45 days. CA-7 should be completed on 30th day of disability when disability is expected to last beyond 45 days to avoid possible interruption of pay.	Civilian Personnel Compensation Specialist
CA-8	Claim for Continuing Compensation on Account of Disability	Claim compensation when loss of pay continues beyond the time covered by the claim on Form CA-7.	Employee or someone acting on employee's behalf; supervisor, and attending physician (on attached form CA-20a).	Each two weeks after filing of Form CA-7.	Civilian Personnel Compensation Specialist
CA-16	Request for Examination and/or Treatment	Authorizes an injured employee to obtain examination and/or treatment at the employee's option from a U.S. medical	Part A - Supervisor	Part A - By supervisor, in duplicate within 48 hours following first examination and/or treatment.	Civilian Personnel Compensation Specialist

		<p>officer or hospital if available or from any duly qualified local physician (or surgeon, osteopath, podiatrist, dentist, clinical psychologist, optometrist, or, with certain limitations, chiropractor) or hospital. May also be used for illness or disease if prior approval is obtained from OWCP. Provides OWCP with initial medical report and physician or medical facility with billing form. It should be noted that the injured employee has only the initial option to select a physician or hospital of his/her choice.</p>	Part B - Attending Physician	Part B - By attending physician or medical facility as promptly as possible after initial examination.	
CA-17	Duty Status Report	In traumatic injury cases, provides supervisor and OWCP with brief interim medical statement containing information as to employee's ability to return to any type of work.	The supervisor and the attending physician.	Promptly upon completion of examination or most recent treatment	Civilian Personnel Compensation Specialist
CA-20	Attending Physician's Report	Provides medical support of claim and is attached to Form CA-7; provides OWCP with medical information.	The supervisor and the attending physician.	Promptly upon completion of examination or most recent treatment.	Civilian Personnel Compensation Specialist
CA-20a	Attending Physician's Report	Provides OWCP with additional medical information in connection with supplemental claim filed on attached Form CA-8.	The supervisor and the attending physician.	Promptly upon completion of examination or most recent treatment.	Civilian Personnel Compensation Specialist
OWCP 1500a	Federal Employee's Compensation Program Medical Provider's Claim Form	Provides OWCP with uniform billing form to facilitate payment of medical bills. The form should accompany the CA-16 when employee is referred to a physician.	The attending physician. Employee must sign in item 12.	Promptly upon completion of examination or treatment, physician may submit in usual billing cycle.	Civilian Personnel Compensation Specialist

CHAPTER 14

PHYSICAL LIMITATIONS

14-1 GENERAL. This chapter prescribes the procedures to be followed when an employee is placed on physical limitation by the occupational health staff.

14-2 DEFINITIONS.

a. Light Duty. A light-duty assignment, for the purpose of this regulation, is defined as an alternative work situation or a job which has been restructured or redesigned to accommodate an employee's physical restrictions.

b. Work Restriction Evaluation. A medical examination to determine whether or not an employee is able to perform light duty.

14-3 PROCEDURES.

a. Temporary Limitation Resulting from on On-the-Job Injury:

(1) When an employee is injured on the job and has work restrictions imposed by a personal physician and supported by the occupational health staff, the supervisor will make every effort to accommodate the employee in their job. If the employee cannot perform the regular duties within the medical restrictions, the supervisor will use the chain of command to place the employee within a job or set of duties consistent with the employee's medical limitations.

(2) If an employee injured on the job cannot be used within the activity, the director will contact the Directorate of Civilian Personnel (DCP) for possible placement in another activity. If there are no placement opportunities available, the employee may elect to be placed on sick leave, annual leave, or leave without pay (according to the Federal Employees' Compensation Act (FECA), Section 10-301). Each case will be resolved consistent with the guidelines provided by the FECA, and Federal Personnel Manual (FPM), Chapter 810.

(3) When an employee is placed in a light-duty position outside the directorate, the employee's salary will be charged to the gaining unit. In cases involving Continuation of Pay (COP), the gaining unit will be responsible only for the equivalent salary of the position being filled. The remainder of the employee's salary, if any, will be charged to COP. To effect this and to properly notify Finance and Accounting, the gaining unit must notify the installation FECA Program Administrator (See (4) below).

(4) The supervisor of the disabled employee will notify the DCP within two days, by telephone, when the employee is placed in a light-duty position or otherwise experiences a change in work status. Also, the supervisor responsible for the employee's time and attendance card will provide the FECA Program Administrator with a memorandum every two weeks regarding the employee's work status during this period. The memorandum should include a breakdown of all time spent performing light duty work and in a leave status due to the disability.

(5) COP is chargeable when, due to an on-the-job traumatic injury there is a personnel action taken to:

(a) Change the employee to a lower grade, or to a lower rate of basic pay for a limited time.

(b) Assign or detail the employee to an identified position for which a position description exists which is classified at a lower grade than that attained by the employee at the time of injury.

(c) Change the employee to a different schedule of work which results in a loss of pay.

NOTE: Documentation must be furnished to the employee regarding the personnel action prior to the effective date of the action.

b. Permanent Limitation Resulting from on-the-job injury:

(1) The FECA Program Administrator will monitor all cases involving long term disability of employees injured on the job.

(2) The DCP will determine (based on physician's report - CA Form 17) whether the employee is expected to remain on total disability for 90 calendar days or longer, or is considered to be permanently disabled. In either case, the FECA Program Administrator will notify the occupational health staff to initiate a work restriction evaluation.

(a) If it is determined that some duties can be performed, then the servicing personnel representative will attempt to locate a position throughout Fort Devens that is within the limitations/restrictions imposed by the occupational health staff and for which the individual is qualified. If such a position is located, a formal written offer of employment will be made to the individual. At that time, a copy of the offer will be forwarded to the Vocational Rehabilitation Specialist at the office of Workers' Compensation Program (OWCP). If the employee refuses (in writing) any such offer of employment, all compensation benefits cease.

(b) If a determination is made that some duties can be performed and a position is not available at Fort Devens, the CA Form 17 will be forwarded to the Vocational Rehabilitation Specialist, OWCP, for appropriate action.

(c) When an individual has a permanent limitation, every effort will be made to ensure that the employee is considered for temporary details while the provisions of paragraph (a) above are being followed.

CHAPTER 15

GROUP LIFE INSURANCE FOR FEDERAL CIVILIAN EMPLOYEES

15-1 COVERAGE. The Federal Employees, Group Life Insurance Program covers all appropriated fund employees at this installation with the following exceptions:

- a. Employees serving under temporary appointments with time limitations.
- b. Employees who have no regular tour of duty.
- c. Employees who have waived coverage.
- d. An employee's insurance terminates (except for a 31-day extension of life insurance) on the day immediately prior to his/her entry on active duty or active duty for training for military service unless the period of such duty is covered by military leave with pay or annual leave. Insurance does not terminate during a period of inactive duty training.

15-2 BASIC LIFE INSURANCE COVERAGE.

a. The amount of coverage is equal to the greater of (1) the employee's actual rate of annual basic pay (rounded to the nearest \$1,000) plus \$2,000 or (2) \$10,000. The employee must be enrolled in the Basic Life Insurance in order to elect any of the options.

b. An extra benefit applies to covered employees under age 45. This extra benefit doubles the amount of life insurance payable if employee's age is 35 or younger. Beginning on his/her 36th birthday, the extra benefit decreases 10% each year until, at age 45, there is no extra benefit. To determine the total amount of Basic Life Insurance, including the extra benefit, multiple his/her Basic Insurance Amount by the Age Multiplication Factor shown below:

Employee's Age at Death	The Age Multiplication Factor is
35 or under	2.0
36	1.9
37	1.8
38	1.7
39	1.6
40	1.5
41	1.4
42	1.3
43	1.2
44	1.1
45 and over	1.0

c. Accidental death and dismemberment benefits are a feature of basic life for employees. Accidental death benefits are equal to the amount of the employee's basic insurance amount, but without any increase by an age multiplication factor. Such benefits are payable to his/her beneficiary. Accidental dismemberment benefits for the loss of a hand, foot, or eye are equal to one half of the basic insurance amount; however, if the employee loses any two of these, the full amount is payable. Accidental dismemberment benefits for such loss are payable to the employee. The accidental death and dismemberment coverage is not continued after the employee's retirement.

d. The cost of basic life for active employee is based on his/her basic insurance amount. The employee pays two-thirds of the total cost, and the government pays one-third. The cost of the employee is .185 cents biweekly for \$1,000 of the basic insurance amount. The extra benefit for employees under 45 is provided without additional cost.

15-3. OPTION A - STANDARD LIFE INSURANCE COVERAGE.

a. If the employee has enrolled for Basic Life, he/she may elect Option A - Standard in the Amount of \$10,000. The employee pays the full cost of this insurance. The cost depends upon his/her age and the withholdings increase as he/she reaches the next age group, as shown in the table below. For insurance withholding purposes, the employee reaches these ages in January of the year after his/her birthday.

Age Group	Biweekly Cost for \$10,000 Insurance
Under age 35	\$.40
35 through 39	.50
40 through 44	.80
45 through 49	1.30
50 through 54	2.20
55 through 59	4.50
60 and over	7.00

b. Accidental Death and Dismemberment benefits are included to the face amount of the Option A - Standard life insurance coverage. The Accidental Death and Dismemberment coverage is not continued after the employee retires.

15-4 OPTION B - ADDITIONAL LIFE INSURANCE COVERAGE.

a. If the employee has enrolled for Basic Life, he/she may elect Option B - Additional in an amount equal to one, two, three, four or five times his/her annual basic pay (after rounding to next \$1,000). The employee pays the full cost of this insurance. The cost depends upon his/her age and the withholdings increase as he/she reaches the next age group as shown below.

Age Group	Biweekly Withholdings per \$1,000 Insurance
Under age 35	\$.04
35 through 39	.05
40 through 44	.08
45 through 49	.13
50 through 54	.22
55 through 59	.45
60 and over	.85

b. Accidental Death and Dismemberment coverage is not included in Option B - Additional.

15-5 OPTION C - FAMILY LIFE INSURANCE COVERAGE.

a. If the employee has enrolled for Basic Life, he/she may elect Option C - Family to cover "eligible" family members--\$5,000 for his/her spouse and \$2,500 for each dependent child.

b. "Eligible" family members means the employee's spouse and his/her unmarried dependent children (other than a foster child or a stillborn child), including an adopted child, a stepchild (but only if the stepchild lives with the employee in a regular parent-child relationship), or a recognized natural child who is either living with the employee or who is under 22 years of age or, if 22 or over, incapable of self-support because of mental or physical disability which existed before the child became 22 years of age.

c. If the employee should acquire another eligible family member while insured for Option C - Family, he or she will be covered automatically. When the employee no longer has any family members eligible for this coverage, he/she must cancel the Option C - Family. (This is not automatic; the employee must notify his/her employing office.)

d. Claims for family members covered under Option C - Family are paid to the insured employee in accordance with the FEGLI law; no other designations are permitted.

e. The employee pays the full cost of this insurance. The cost depends on his/her age and the withholdings increase as he/she reaches the next age group, as shown in the table below. For insurance withholding purposes, the employee reaches these ages in January of the year after his/her birthday. Withholdings do not vary based on family size.

Age of Employee	Biweekly Withholding
Under age 35	\$.30
35 through 39	.31
40 through 44	.52
45 through 49	.70
50 through 54	1.10
55 through 59	1.75
60 and over	2.80

f. Accidental Death and Dismemberment coverage is not included in Option C - Family.

15-6 CONTINUATION OF COVERAGE AFTER RETIREMENT.

a. Basic Life Insurance.

(1) The employee's Basic Life coverage may be continued after his/her retirement if:

(a) The employee retires on an immediate annuity;

(b) The employee has been insured for his Basic Life or "regular insurance" coverage for the entire period(s) during which coverage was available to him/her or for the last five years of service immediately before his/her retirement; and

(c) The employee does not convert it to an individual policy.

(2) The employee's Basic Insurance Amount plus any extra coverage determined by the age multiplication factor is continued into retirement and the basic insurance amount does not begin to reduce until the end of the month following the month in which he/she reaches age 65 (or when he/she retires, if later). Accidental Death and Dismemberment coverage stops at retirement.

(3) The cost of post-retirement coverage depends upon the level of protection the employee wants to retain after he/she reaches age 65 (or when he/she retires, if later). At the time the employee retires, he/she chooses one of the three levels described below:

Election	Cost Monthly
1. 75% REDUCTION - Amount of insurance reduces 2% per month after age 65 to a minimum of 25% of the employee's Basic Insurance Amount at retirement.	\$.40 PER \$1,000 *

NOTE: Employees under age 65 will be required to pay the premium for this coverage. The premium will be withheld from annuity from date of retirement until age 65.

- | | |
|--|---|
| 2. 50% REDUCTION -
Amount of insurance reduces 1%
per month after age 65 to a
minimum of 50% of the employee's
Basic Insurance Amount at retirement. | \$.52 per \$1,000 *

* of Basic Insurance Amount
at retirement. |
| 3. NO REDUCTION -
100% of the employee's Basic Insurance
Amount at retirement is retained after
age 65. | \$1.69 per \$1,000 *

* of Basic Insurance Amount
at retirement. |

(4) If the employee chooses the 50% Reduction (election 2) or No Reduction (election 3), the full cost of the additional protection will be deducted from his/her annuity. The withholdings begin at retirement and will continue for life or until the election is canceled or coverage is otherwise discontinued.

(5) The election of 50% Reduction or No Reduction must be made at the time the employee retires. He/she may cancel either election later. If the employee cancels, the amount of his/her life insurance will be computed as if he/she had originally elected the 75% reduction. Withholdings will stop, and the employee will not be entitled to a refund of the withholdings already paid.

(6) If the employee elects the 75% reduction, the life insurance withholdings will be deducted from his/her annuity from date of retirement until he/she reaches age 65.

b. Option A - Standard.

(1) The employee's Option A - Standard coverage (normally \$10,000 coverage) may be continued after he/she retires if:

(a) The employee continues his/her Basic Life coverage.

(b) The employee has been insured for Option A - Standard insurance or the "Optional Insurance" for the entire period(s) during which this coverage was available to him/her or for the last five years of service immediately before his/her retirement, and

(c) The employee does not convert it to an individual policy.

(2) In April 1981, "Optional Insurance" was renamed "Option A - Standard". For continuation of coverage purposes, the five years of participation includes coverage for "Optional Insurance" and/or "Option A - Standard."

(3) When the employee retires at age 65 or over, or when the employee reaches age 65 if he/she retired before that age, his/her Option A - Standard will reduce by 2% each month until it reaches 25% of the pre-retirement amount. The first reduction is effective at the end of the month following the month in which the employee reaches age 65 or retires, whichever occurs later. Accidental Death and Dismemberment coverage stops at retirement.

(4) Withholdings will continue to be made from the employee's annuity for his/her Option A - Standard through the month in which he/she reaches age 65, if he/she retired before that age. No further withholdings are required after the employee is age 65 and retired.

c. Option B - Additional.

(1) The employee's option B - Additional insurance may be continued after he/she retires if:

(a) The employee continues his/her Basic Life coverage.

(b) The employee has been insured for Option 6 - Additional insurance for the entire period(s) during which this coverage was available to him/her or for the last five years of service immediately before his/her retirement, and

(c) The employee does not convert it to an individual policy. The amount of Option B - Additional coverage the employee may continue will be at the lowest multiple of insurance coverage that was in effect for:

- The five years of service immediately preceding the date of retirement, or
- The entire period(s) of service during which the Option B - Additional coverage was available to the employee, if covered less than five years.

(2) Effective at the end of the month following the month in which the employee becomes age 65 or retires (if later), this amount will reduce by 2% per month for 50 months at which time coverage will end.

(3) Withholdings from the employee's annuity will continue through the month in which he/she reaches age 65. Further withholdings are not required after he/she is age 65 and retired.

d. Option C - Family.

(1) The employee's Option C - Family insurance may be continued after he/she retires if:

(a) The employee continues his/her Basic Life coverage.

(b) The employee has been insured for Option C - Family insurance for the entire period(s) during which this coverage was available to him/her or for the last five years of service immediately before his/her retirement, and

(c) The employee does not convert it to an individual policy.

(2) Effective at the end of the month following the month in which the employee becomes age 65 or retires (if later), his/her Option C - Family insurance will be reduced by 2% per month for 50 months, at which time coverage will end.

(3) Withholdings from the employee's annuity will continue through the month in which he/she reaches age 65. Further withholdings are not required after he/she is age 65 and retired.

15-7 CONDITIONS FOR CHANGING ELECTION.

a. Basic Life.

(1) If the employee has on file a valid waiver of Basic Life, he/she will not be eligible to enroll for Basic Life unless he/she meets the following three requirements for cancellation of a waiver;

(a) One year has elapsed since the effective date of his/her last waiver, and

(b) The employee furnished, at his/her own expense, satisfactory evidence of insurability on a Standard Form (SF) 2822 (Request for Insurance Form).

(2) A previous waiver of FEGLI is automatically canceled at time of reinstatement to federal service on or after 1 April 1981 if an employee has been separated from service for at least 180 days. If no new waiver is filed, Basic Insurance coverage automatically begins on the date the employee actually enters on duty in a pay status.

(3) The employee may cancel the Basic Life Insurance at any time, but if he/she does so, he/she will lose all optional insurance at the same time.

(4) Neither a retiree nor an employee who is a compensationner is eligible to elect Basic Life.

b. Optional Coverage. The employee must be enrolled in Basic Life in order to elect one or more of the optional coverages.

15-8 ABOUT BENEFICIARIES.

a. The employee does not need to name a beneficiary if he/she wishes to have the death benefits of his/her insurance paid in the order of precedence noted below. If the employee designates and is survived by a designated beneficiary, the benefits will be paid to the beneficiary. If there is no designated beneficiary surviving, or the employee did not designate a beneficiary, the benefits will be paid in the following order or precedence:

- (1) The employee's widow or widower,
- (2) The employee's child or children in equal shares, with the share of any deceased child distributed among the descendants of that child,
- (3) The employee's parents in equal shares or the entire amount to the surviving parent,
- (4) The duty appointed executor or administrator of the employee's estate,
- (5) The employee's next of kin under the laws of his/her domicile at the time of his/her death.

b. If the employee has no survivor falling in category (1), the benefits will be paid to the survivors falling within category (2) and so on as necessary.

c. A designation of beneficiary continues in effect unless it is canceled or changed by the employee. An employee has the right to cancel or change his/her designation of beneficiary at any time without the knowledge or consent of any previous beneficiary. A designation of beneficiary is automatically canceled under the circumstances indicated below:

- (1) On the day a retired employee's annuity terminates (unless entitled to benefits under the Federal Employee's Compensation Law and held by the Department of Labor to be unable to return to duty).
- (2) For an employee whose life insurance is being continued while he/she is receiving employees compensation and is held to be unable to return to duty, on the day the compensation benefits terminate, or he/she is held able to return to duty (unless entitled to continued insurance as a retired employee).
- (3) Otherwise, 31 days after the employee's insurance enrollment is terminated.

15-9 Refer to Table 15-1 for effective dates for changes in life insurance election.

--> **NOTE** Table 15-1 "Table of Effective Dates: Changes..." has NOT been inputted
See FD Memo 690-1, page 15-6

--> **NOTE** Table 15-2 “Table of Effective Dates: Newly Eligible...” has NOT been inputted
See FD Memo 690-1, page 15-7

**--> NOTE: Figure 15-1 "Sample Election Form" has NOT been inputted.
See FD Memo 690-1, page 15-8**

CHAPTER 16

FEDERAL EMPLOYEES GROUP HEALTH INSURANCE PROGRAM

16-1 ELIGIBILITY FOR COVERAGE. All civilian employees to include temporary employees who have completed one year of current continuous employment, excluding any break in service of five days or less are eligible for coverage except the following:

- a. Employees serving under temporary appointment (with less than one year) with time limitation unless they were converted from a covered position to the noncovered position without a break in service.
- b. Part-time or intermittent employees who have no regular tour of duty.

16-2 OPPORTUNITIES TO ENROLL OR CHANGE ENROLLMENT.

- a. Every employee who becomes eligible must register either to enroll in a plan or not to enroll. This must be done with 31 days after becoming eligible.
- b. Other opportunities to enroll or change enrollment are shown in Table 16-1.

16-3 WHAT THE PROGRAM OFFERS YOU.

- a. A chance to enroll in a group health benefits plan with less expensive premiums and better protection than you can get as an individual.
- b. A choice of plans so that you can get the kind and amount of protection best suited to your needs.
- c. Guaranteed protection which cannot be canceled by the plan.
- d. Coverage without medical examination or restrictions because of age or physical condition.
- e. Coverage without waiting periods after the effective date of enrollment.
- f. "Catastrophic" coverage to help you pay the expenses of serious illness or accident.
- g. A government contribution toward the cost of your plan.
- h. Easier payments through regular payroll deductions.
- i. Temporary protection for 31 days without cost to you, after your enrollment or coverage of a family member ends (except if you voluntarily cancel) to give you or your family member time to convert to an individual contract.
- j. Continued protection after retirement (if the employee meets the length-of-service and other requirements) with the same benefits as for active employees.
- k. Continued protection for the employee's survivor annuitants after his/her death with the same benefits as for active employees.

16-4 TYPES OF ENROLLMENT. Each plan has two types of enrollment--Self Only and Self and Family. An employee may elect either type. A Self Only enrollment provides benefits only for the employee. A Self and Family enrollment provides benefits for the employee and all eligible family members.

16-5 ELIGIBLE FAMILY MEMBERS.

a. For enrollment purposes, the employee's family consists of a spouse and unmarried children under age 22, including legally adopted children. Unmarried stepchildren, foster children, and recognized natural (illegitimate) children under 22 are also included.

b. A foster child for health benefit purposes is a child whom the employee is raising as his/her own, who lives with the employee and for whom he/she has assumed full parental responsibility and control. The child may or may not be related to the employee but there must exist an expectation that the employee will continue to rear the child indefinitely into adulthood. A child temporarily living with the employee is not his/her foster child even if the employee provides the sole support; neither is one placed in the employee's home by a welfare or social service agency which retains control of the child. Similarly, a child whose natural parent is in a position to exercise or share parental responsibility and control is not considered to be the employee's foster child. The individual insurance plan may require proof of financial support in these instances.

c. An unmarried child age 22 or over who is incapable of self-support because of physical or mental incapacity existing before the child's 22nd birthday is also included as an eligible family member. An employee may ask the DCP about the medical certificate which is required for a child age 22 or over. If the child is not yet 22, the employee should submit the medical certificate at least 30 days before the child's 22nd birthday.

d. If the employee elects a family enrollment, all eligible family members are covered. The employee cannot cover his/her parents or others who are not "eligible family members" even if they live with the employee or are dependent on him/her.

16-6 NEW FAMILY MEMBERS. A new member of the family (such as a newborn child or a new spouse) is automatically covered if the employee has a family enrollment. He/she needs to take no action to include the person in his/her enrollment but his/her plan may ask the employee for information regarding the new family member. If the employee has a Self Only enrollment and marries or otherwise acquires a new family member he/she must change to a Self and Family enrollment within the time limits shown on Table 16-1 if he/she wishes to cover the new family member.

16-7 WHEN FAMILY MEMBERS LOSE ELIGIBILITY. Family members lose eligibility for coverage under employee's enrollment when the following events occur:

- a. Upon divorce, annulment of marriage, or a decree of separate maintenance.
- b. A child under 22 marries or attains age 22.
- c. A disabled child age 22 or over marries or recovers ability for self-support.

16-8 NOTICE OF CHANGE IN FAMILY. The employee need not notify his/her employing office when a family member loses eligibility so long as at least two persons (including the employee) remain covered by the employee's enrollment. However, when the employee becomes the only person covered by the Self and Family enrollment, he/she may immediately change to a less expensive Self Only enrollment.

16-9 COVERAGE UNDER MORE THAN ONE ENROLLMENT PROHIBITED. It is illegal for an employee to be enrolled in the Federal Employee Health Benefits Program as an employee and also be covered as a family member under the enrollment of another in the Federal Employees Health Program. If he/she finds themselves in this situation, he/she should tell the employing office immediately so the matter can be corrected. If, during the 31 days he/she first becomes eligible to enroll, he/she is covered by the Self and Family enrollment of another employee or annuitant, he/she must register not to enroll unless the other enrollment is either canceled or changed to Self Only.

16-10 CONTINUATION OF ENROLLMENT.

a. If an employee transfers: His/her enrollment in a health benefits plan will continue without change should the employee transfer to, or be reemployed by, another federal agency without a break in service of more than three days if he/she is eligible for health benefits coverage in the new position.

b. If he/she enters a nonpay status he/she will be given the opportunity to pay the employee portion during this period or cancel the enrollment. If he/she elects to pay the employee portion, he/she will be advised by the Finance and Accounting Division, Civilian Payroll Section, of the amount due and how to submit payment. If payment is not rendered during the period of nonpay status, arrangements can be made with the Civilian Pay Section to pay the indebtedness in biweekly installments, or in a lump sum payment. A return to duty does not warrant an automatic reinstatement of Health Benefits if a cancellation is initiated.

c. After retirement: Enrollment will continue after retirement with the same benefits and at the same cost as if the employee were an employee if he/she retires under a retirement system for civilian employees of the government and his/her retirement is --

(1) On an immediate annuity after five or more years of service or under disability provisions of the applicable retirement law.

(2) He/she was enrolled (or covered as a family member) under the Federal Employees Health Benefits Program for the five years of service immediately preceding his/her retirement, or all service since the first opportunity to enroll. "Service" means employment during which the employee was eligible to be enrolled in a health benefits plan.

d. If the employee receives benefits from Office of Workers' Compensation Program: The enrollment continues while he/she receives compensation under the Federal Employees' Compensation Act if the Secretary of Labor determines that he/she is unable to return to duty and if he/she was enrolled (or covered as a family member) under the Federal Employees Health Benefits Program for the five years of service immediately preceding start of compensation, or all service since his/her first opportunity to enroll.

e. In case of death: If the employee's death occurs while enrolled in a plan for Self and Family, the eligible survivor annuitants may continue the enrollment with the same benefits and at the same cost as for retirees. Their share of the cost of the plan will be deducted from their annuity checks. If there is only one survivor annuitant, and there are no other eligible family members, the enrollment will be changed automatically from Self and Family, to Self Only, with a corresponding reduction in cost.

f. Entry into military service: If an employee enters one of the uniformed services for a period of time limited to 30 days or less, the enrollment continues without change. For more than 30 days, the enrollment may be continued for up to 12 months unless the employee elects to have the enrollment terminated as of the day before entering active duty. An employee who continues enrollment during military service is responsible for paying the employee share of the premium, just like any other employee in a non pay status.

16-11 TERMINATION OF ENROLLMENT. The employee may voluntarily cancel his/her enrollment at any time, and it generally will become effective on the last day of the pay period after the one in which the registration to cancel is received by the employing office. Otherwise, the enrollment will terminate on the last day of the pay period in which --

a. He/she is separated (unless he/she is separated for retirement, transfer, or because of a compensable disability, under conditions entitling the employee to continue enrollment);

b. He/she is furloughed because of reduction in force;

c. His/her employment status changes so that he/she is excluded from coverage; or

d. He/she dies (unless a family member is eligible to continue the enrollment as a survivor annuitant).

e. An employee's enrollment will also terminate on his/her 365th day of nonpay status (one continuous period or several periods which are not interrupted by a return to pay status for at least four months).

16-12 THIRTY-ONE DAY TEMPORARY EXTENSION OF COVERAGE. Health benefits coverage will continue temporarily for 31 after enrollment ends for any reason except if the employee voluntarily cancels. In addition, if he/she is confined in a hospital on the 31st day of his/her temporary extension, benefits will continue without cost for an additional maximum of 60 days of continuous hospital confinement or until the day he/she is released, whichever occurs first. A release from the hospital at any time before the completion of the 60-day maximum period immediately terminates the additional coverage. The same temporary extension also applies to any family member who loses coverage under an enrollment other than by the employee's voluntary cancellation or change to a Self Only enrollment.

16-13 CONVERSION RIGHTS.

a. If the employee's enrollment or coverage of any member of his/her family ends for any reason other than voluntary cancellation or change to Self Only, the person whose coverage is ended has a right to convert, without any evidence of insurability, to a nongroup health benefits contract offered by the carrier of your plan.

b. If the employee leaves the government service or becomes ineligible for coverage for any other reason, he/she will have an opportunity to convert to a nongroup contract. He/she should receive from the employing office a notice of termination of enrollment. A space is provided on the back of that notice for use in applying directly to the plan for a nongroup contract. If the employee does not receive such a notice within 31 days after enrollment termination, he/she should ask the employing office for one.

c. When a family member is no longer eligible (as for example a child reaches age 22) for the group plan in which the employee is enrolled, that family member is entitled to convert to a nongroup contract. The employee will not be ratified by the employing office when a family member loses eligibility. Therefore, when this occurs, if the employee is interested in converting, he/she should promptly apply to the nearest office of the plan in which he/she is enrolled for information about a nongroup contract for that family member.

d. A converted nongroup contract becomes effective at the end of the 31st day of the temporary extension of coverage. Many plans provide less benefits under the converted nongroup contract than under the federal employees group plan--and the premium rates are relatively more expensive. There will, of course, be no government contribution to the cost of the nongroup conversion contract. If an employee wishes to know the benefits and cost of the converted nongroup contract he/she may contact his/her plan directly.

16-14 ELIGIBILITY FOR TEMPORARY CONTINUATION OF COVERAGE FOR CERTAIN INDIVIDUALS.

a. Three groups of individuals are eligible for temporary continuation of health benefits coverage based on the following qualifying event:

(1) Employees who:

(a) Separate from service, voluntarily or involuntarily unless the situation is involuntary due to gross misconduct.

(b) Would not otherwise be eligible for continued coverage (not counting the 31-day temporary extension of coverage or conversion right).

This group includes employees who separate for retirement and are not eligible for continued FENS coverage as annuitants.

(2) Children who:

(a) Have been covered under an employees, former employees, or annuitants enrollment because they met the requirements for unmarried dependent children of the employee or annuitant.

(b) Stop meeting the requirement for being considered unmarried dependent children of the employee, former employee, or annuitant.

(c) Would not otherwise be eligible for continued coverage (not counting the 31-day temporary extension or conversion right). This group includes children who marry before reaching age 22, children who lose coverage because they reach age 22, children who lose their status as stepchildren or foster children, children who no longer meet coverage requirements as recognized natural children. And disabled children age 22 and older who marry, recover from their disability or become able to support themselves.

(3) Former spouses who:

(a) Meet the requirement in 5 U.S.C. 8901 (10) of having been enrolled in an FEHS plan as a family member at some time during the 18 months before the marriage ended, but do not meet one or both of the other two requirements of 5 U.S.C. 8901 (10) because the former spouse.

(b) Has remarried before reaching age 55.

(c) Is not entitled to a portion of the employee's or annuitant's annuity benefit or a supervisor benefit the employee or annuitants service.

b. Individuals who are not eligible for temporary continuation of coverage include:

(1) Family members who lose coverage when an employee changes to Self Only or cancel coverage.

(2) Employees who lose coverage after 12 months in a nonpay status.

(3) CSRS annuitants and supervisor annuitants who lose coverage because their annuities are insufficient to cover premiums.

(4) Annuitants whose annuities terminate. This applies primarily to disability annuitants who annuities stop because of recovery or restoration to earning capacity.

(5) Compensationers who lose coverage because their compensation terminates.

(6) Survivors annuitant whose annuities terminate, unless the terminating event is one that allows temporary continuation of FEHB coverage.

(7) Employees who transfer to a position that is excluded from FEHB coverage by law.

(8) Widow(er)s and children who lose coverage because of the death of an employee or annuitant and who are not eligible for survivor benefit.

(9) Children whose survivor annuities stop because they are no Longer students.

16-15 TIME LIMITATIONS FOR ELECTING TEMPORARY CONTINUATION OF COVERAGE.

a. Former employees must submit their election of continued coverage to the employing office within 60 days after the later of:

(1) The date of separation; or

(2) The date the former employee receives the notice from the agency.

b. Eligible children must submit their election of continued coverage to the employing office within 60 days after the later of:

(1) The date of the qualifying event; or

(2) If the employee notified the employing office within the 60-day time frame. The employing office will notify the child of his or her rights; however, the child must respond within 60 days after the qualifying event, or 60 days from the date the child receives the notice from the employing agency. (The covered employee has the responsibility of notifying the employing office). If the employee does not notify the agency within the specified time period, the child's opportunity to elect continued coverage ends 60 days after the qualifying event.

c. Former spouses sent must their election of continued coverage to the employing office within 60 days after the later of:

(1) The date of the qualifying event; or

(2) The date coverage under spouse equity provisions is lost (became of remarriage before age 55 or loss of a qualifying court order) if the loss of coverage under the spouse equity provisions occurs before the expiration of the 36-month period following the divorce or annulment.

(3) If the employee or former spouse notified the employing office within the 60 day time frame, (the employing office will notify the former spouse of his or her rights) the date the former spouse receives the notice from the employing office. If the employee or former spouse does not notify the agency within the specified time period, the former spouse's opportunity to elect continued coverage ends 60 days after the qualifying event.

d. Premium Payments. Enrollees pay the full enrollment charge (both the employee and government shares) plus a two percent administrative charge.

e. Length of Temporary Continuation of Coverage.

(1) The temporary continuation of coverage for a former employee may not exceed the date that is 18 months after the date of separation from service.

(2) The temporary continuation of coverage for a child may not exceed 36 months after the date of the child's change in status, if the change in status occurred while the parent was an employee or annuitant. If the child's change in status occurred while the child was covered as a family member during a period of temporary continuation of coverage following a employee's separation, the child is eligible for temporary continuation of coverage in his or her own right the child's coverage may not continue beyond 36 months after the date of the employee's separation.

(3) The temporary continuation of coverage for a former spouse of an employee may not exceed 36 months after the date of the qualifying event if the qualifying event occurred before the employee separation. If the qualifying event occurred while the former spouse was covered as a family member during a temporary continuation of coverage following an employee's separation, the former spouse's coverage may not continue beyond 36 months after the date of the employee's separation.

--> **NOTE** Figure 16-1 "Sample Health Benefits Registration Form" has NOT been input
See FD Memo 690-1, page 16-6

--> **NOTE** Table 16-1 "Table of Permissible Changes..." has NOT been input.
See FD Memo 690-1, page 16-7.

CHAPTER 17

UNITED STATES CIVIL SERVICE RETIREMENT SYSTEM

17-1 ELIGIBILITY FOR RETIREMENT.

- a. General Requirements -- There are two general requirements which retiring employees must meet. They are:

(1) He/she must have at least five years of civilian service.

(2) Unless the employee retires as a result of total disability, he/she must have had at least one year of civilian service under the Retirement System within the two-year period preceding the separation on which retirement is based.

- b. Immediate Retirement -- If the general requirements are not met and any combination of minimum age and service, as well as the special requirements (if any) shown below, employees may retire and be paid an immediate annuity.

(1) Optional:

(a) Age 62 and 5 years service.

(b) Age 60 and 20 years service.

(c) Age 55 and 30 years service.

(d) Age 50 and 20 years service if the employee retires under the special provisions for law enforcement officers and firefighters.

(2) Discontinued Service:

(a) Any age with 25 years service if in conjunction with a reduction in force.

(b) Age 50 and 20 years service if in conjunction with a reduction in force.

(3) Disability. Any age with five years service if the employee becomes totally disabled for service.

- c. Deferred Retirement -- If the general requirements are met and if the employee is separated from the federal service for any reason before he/she is eligible for immediate retirement, he/she may be paid an annuity upon reaching age 62, unless the employee has given up the right to this annuity by applying for and being paid a refund of his/her retirement deductions.

17-2 CREDIT FOR SERVICE.

- a. Civilian Service - All periods of service as an employee of the federal government or the District of Columbia Government are creditable toward retirement.

b. Military Service - Periods of active and honorable service with the United States Armed Forces are creditable toward retirement if performed prior to the separation upon which your retirement is based. (Military service may not be creditable if you draw military retired pay, or if it was performed after December 1956 and social security benefits are payable.)

- c. Deposit for Military Service - Previously, when military service was used in the computation of annuity at the time of retirement, the annuity would be reduced to exclude the military service performed after 31 December

1986, if the annuitant was eligible, or would be eligible upon application, to receive social security old-age benefits (generally at age 62). The new legislation provides that employees who were first employed before 1 October 1982, may pay a deposit for military service performed after 1956 in order to avoid the reduction which would otherwise take effect when eligibility for social security benefits is attained. The deposit is seven percent of the military basic pay received for such service, and it must be paid to the employing agency before retiring. Failure to pay the deposit to the agency before retirement voids all further right to pay it at a later date. (Those first employed on or after 1 October 1982, must pay the deposit for military service in order to receive credit for the service for retirement purposes; that is, unless the deposit is paid, no credit for post-1956 military service will be allowed at the time the annuity commences regardless of whether the annuitant is, or will become eligible for social security benefits.) If you performed military service after 1956, ask your employing agency how this provision may affect you or your survivors and how you may make the deposit if you wish to do so.

d. Non-Deduction Service - If you have Civilian Service since 1 August 1920, during which no retirement deductions were made, you will be given credit for it. However, unless you deposit in the Retirement Fund an amount to cover this service, your basic annuity will be reduced by 10% of the sum due as a deposit. Effective 1 October 1982, employees will not be required to make a deposit, with interest, for entire periods of nondeduction service performed on or after 1 October 1982, before such service can be used in the annuity computation. If a deposit is not made, the service will still be creditable for purposes of establishing title to an annuity. Such employees will not be able to elect to have their annuities reduced by 10% of the amount owed for nondeduction service performed on or after 1 October 1982. If a deposit is not for made for such service, NO credit will be allowed in the computation of annuity.

e. Service for Which Deductions Were Refunded - In computing the annuity payable to you or your survivor, no credit will be allowed for any service for which retirement deductions have been refunded to you unless you redeposit the amount of the refund, plus interest. However, service covered by a refund which has not been redeposited is creditable in establishing eligibility for retirement benefits.

17-3 AMOUNT OF RETIREMENT ANNUITY.

a. What your Annuity Depends On -- The amount of basic annuity will depend primarily upon length of service and "high-3" average pay. This is the highest pay obtainable by averaging rates of basic pay in effect during any three consecutive years of civilian service, with each rate weighted by the time it was in effect.

b. Limitation on Basic Annuity -- The basic annuity cannot exceed 80% of the "high-3" average pay. Additional annuity attributable to credit for unused sick leave is allowable over and above this limitation.

c. Minimum Disability Annuity -- If the employee retired for disability before age 60, he/she is guaranteed a minimum annuity which amounts to the lesser of:

(1) 40% of the "high-3" average pay; or

(2) The sum obtained by using the Basic Annuity Formula after increasing the length of service by the time between the date of separation for retirement and the date the employee reaches age 60, plus any unused sick leave.

(3) Disability annuities for any employee who retires under the disability retirement provision of the Civil Service Retirement law and who is receiving military retired or retainer pay or compensation from the Veterans Administration in lieu of retired or retainer pay will not be eligible for the guaranteed minimum disability annuity. The employee will be eligible to receive his/her earned annuity based on length of service and average salary.

f. Reduction for Retirement Before Age 55 -- If the employee retires before age 55, unless retirement is under the disability provisions of the Retirement System or under the special provisions for law enforcement officers, firefighters, and air traffic controllers, the annuity is reduced by 1/6 of 1% for each full month (2% a year) the employee is under age 55.

17-4 TYPES OF RETIREMENT ANNUITY.

a. Annuity with Survivor Benefit to Spouse.

(1) Unless the employee chooses otherwise at the time of retirement, after death of the employee the spouse will receive a survivor annuity equal to 55% of the unreduced annuity of the employee.

(2) If the employee accepts an annuity with survivor benefit to spouse, the annuity up to \$3,600 a year will be reduced 2-1/2%; any portion of the annuity over \$3,600 a year will be reduced 10%. If the annuity is \$3,600 a year or less, only the 2-1/2% reduction will apply.

(3) If the employee prefers, he/she has the privilege of specifying only a portion of annuity for use as a base for the survivor benefit. The reduction in annuity then will apply only to the lesser amount specified by the employee. The spouse's survivor annuity will be 55% of the specified lesser amount.

(4) If less than full survivor annuity is elected, a SF 2801-2 (Spouses Notification of Survivor Election) is completed. This must be signed by the spouse verifying his/her awareness of this election.

17-5 ANNUITIES TO EMPLOYEE'S SURVIVORS. General Eligibility Requirements -- An employee's spouse and children may qualify for a survivor annuity if the employee's death occurs:

- a. While the employee is employed and is a member of the Retirement System; and
- b. After the employee has completed at least 18 months of civilian service.

17-6 ANNUITIES TO SURVIVORS OF RETIRED EMPLOYEE.

a. Survivor Annuity to Spouse -- If the employee accepts this type of annuity, his/her spouse will, upon the employee's death after retirement, be paid a survivor annuity, otherwise, no survivor annuity will be payable to the spouse if the employee's death occurs after retirement.

b. Survivor Annuity to Children -- If upon the death of the employee after his/her retirement and he/she is survived by children, they may, regardless of the type of annuity the employee has elected, qualify for a survivor annuity.

17-7 REFUND OF CONTRIBUTIONS.

a. Eligibility Requirements -- The employee may be paid a refund of all (but not part) of his/her contributions to the Retirement Fund (but not the agency's contributions) if:

(1) The employment during which the employee is subject to the Retirement System is terminated for any reason (including involuntary separations); AND

(2) The employee is not reemployed in a position wherein he/she is again subject to the Retirement System and will not become so employed within 31 days before commencing date of any annuity for which he/she may be eligible.

b. Effect of Refund on Right to Deferred Retirement -- If he/she is paid a refund after having completed at least five years of civilian service, he/she gives up his/her right to deferred retirement unless he/she is later reemployed as a member of the Retirement System and acquires a new right.

17-8 LUMP-SUM DEATH BENEFITS.

- a. If Death Occurs Before Retirement --

(1) If an employee leaves no survivors who can qualify for a survivor annuity, the employee's contribution to the Retirement Fund will be paid as a lump-sum death benefit.

(2) If an employee leaves survivors who qualify for a survivor annuity, no lump-sum death benefit is payable immediately. A lump-sum death benefit may be payable later if, when the survivor's annuities end, the survivors have received in annuities an amount which is less than the employee's contributions to the Retirement Fund. The amount payable will be the difference between contributions of the employee and the total paid out in survivor annuities.

b. If Death Occurs After Retirement --

(1) If an employee leaves no survivors who can qualify for a survivor annuity, a lump-sum death benefit will be payable immediately. This will consist of the unpaid annuity accrued to the date of the employee's death, and if the total annuity paid to the employee is less than his/her contributions to the Retirement Fund, the remainder of his/her contributions will be included in the lump-sum benefit.

(2) If an employee leaves survivors who qualify for survivor annuity, the only lump-sum death benefit payable immediately is the unpaid annuity accrued to the date of that employee's death. A further lump-sum death benefit may be payable later, if when the survivors' annuities end, the total amount paid to the employee and the survivors is less than the employee contributions to the Retirement Fund. The amount payable will be the difference between the total already paid and the employee's contributions plus interest.

c. To Whom Payable -- A lump sum death benefit is payable to the person or persons shown below, in the order indicated:

- | | |
|--------|---|
| First | to the beneficiary designated by the employee; |
| Second | if the employee does not designate a beneficiary, to the employee's spouse. |
| Third | if the employee leaves no spouse, to the child or children of the employee in equal shares, with the share of any deceased child distributed among the descendants of that child. |
| Fourth | if none of the above, to the employee's parents (or parent). |
| Fifth | if none of the above, to the executor or administrator of the employee's estate. |
| Sixth | if none of the above, to the employee's next of kin who may be entitled under the laws of the state in which he/she is domiciled at the time of death. |

d. Designation of Beneficiary -- An employee does not need to designate a beneficiary to receive the lump sum death benefit unless he/she wishes to name a person or persons not mentioned in the order of precedence shown above, or unless the employee wishes to name a person who is mentioned but in a different order or for a different share. A designation of beneficiary is for lump sum death benefit purposes only and does affect the right of any person who can qualify for a survivor annuity..

CHAPTER 18

UNITED STATES FEDERAL EMPLOYEE RETIREMENT SYSTEM

18-1

a. Eligibility for Retirement. He/she must have at least five years of civilian service (excluding disability retirement).

b. Immediate Retirement. If the general requirements are met and minimum age and service are completed, employees may retire and be paid an immediate annuity.

(1) Immediate Retirement:

(a) Age 62 and five or more years of service.

(b) Age 60 and 20 or more years of service.

(c) The minimum retirement age* (based on year of birth) and has 30 or more years of service.

(d) Age 50 and 20 years of service if the employee retires under the special provisions for law enforcement officers and fire fighters.

(e) * Minimum retirement age (MRA) schedule:

<u>Born In</u>	<u>MRA</u>
BEFORE:	
1948	55 YEARS
1948	55 years, 2 months
1949	55 years, 4 months
1950	55 years, 6 months
1951	55 years, 8 months
1952	55 years, 10 months
1953 to 1964	56 years
1965	56 years, 2 months
1966	56 years, 4 months
1967	56 years, 6 months
1968	56 years, 8 months
1959	56 years, 10 months
AFTER:	
1969	57 years

(2) Early Voluntary/Discontinued Service Retirement. There are circumstances when an employee may retire and receive unreduced benefits at age 50 with 20 years of service or at any age after completing 25 years of service. These circumstances are when OPM has determined a major reduction in force, reorganization, or a transfer of function in which a significant number of employees will be separated or downgraded.

(3) Early Retirement. An individual can retire and receive reduced retirement benefits when he/she has:

(a) Reached his/her minimum MRA, and

(b) Completed at least ten years of service, including five years of civilian service.

(4) Deferred Retirement. If the employee is separated from the federal service for any reason before he/she is eligible for immediate retirement, he/she may (unless the employee has given up the right to an annuity by applying for and being paid a refund of his/her retirement deductions) receive a reduced monthly benefit at any time after the employee meets the MRA if ten years of service were performed or receive an unreduced monthly benefit at age 62.

(5) Disability. At any age with 18 months of civilian service. An employee will be considered disabled if he/she is unable to perform the duties of his/her current position because of injury or disease, provided the employee does not turn down an offer of a position within the employee's commuting area at the same grade (or pay) level as his/her current position.

18-2 CREDIT FOR SERVICE.

a. Civilian Service. Service for which full FERS deductions are made and not refunded.

b. Military Service. Periods of active honorable service with the United States Armed Forces are creditable toward retirement if performed before the separation on which title to the annuity is based. Military service performed after 1956 cannot be credited unless the employee deposits three percent of military base pay. No deposit is required for service performed before 1957. With certain exceptions, you cannot receive credit for military service if you are receiving military retired pay.

c. Service for which deductions were refunded. An employee who leaves federal service may withdraw his/her contributions. Refunds paid to FERS employees permanently extinguished all credit for the service covered by the refund. There is no provision in law for the re-deposit of FERS contributions that have been refunded.

18-3 AMOUNT OF RETIREMENT ANNUITY.

a. Two formulas are used to compute the benefit, both of which base benefit on the employee's highest three years of basic pay and years of service. High-three for retirement purposes is equal to the average of an employee's basic pay for the three consecutive years of service that yield the highest average. The formula that applies to a particular individual depends on his/her age and service at the time of retirement.

(1) An employee under age 62 at retirement -- the benefits would be computed by 1% of the high-three average salary times years of service.

(2) An employee at least 62 -- the benefit would be computed 1.1% of the high-three average salary times years of service.

b. Unused sick leave is not converted into creditable service for any purpose.

c. Disability Annuity.

(1) The first year 60% of your average high-three salary minus 100 % of any social security disability benefit to which you are entitled.

(2) After the first year and until age 62, your benefits will be 40% of your high three salary minus 60% of any social security benefits you are entitled to.

(3) When a disability retiree reaches age 62, his/her annuity will be redetermined. A non-disability annuity will be computed for the individual, which will include credit for the period during which he/she was receiving a disability annuity. This nondisability annuity will be payable from age 62 on, only if it is less than the disability annuity that would otherwise be payable.

d. Reduction for retirement before MRA or age 62. The benefits will be reduced by 5/12 of 1% for each month (5% a year) by which the first benefit payment precedes an employees 62nd birthday.

e. Special Retirement Supplement. Employees meeting certain requirements are eligible for a special retirement supplement which is paid as an annuity until you reach age 62. This supplement approximates the social security benefit earned while you were employed by the federal government. This supplement is subject to the social security earnings test. If you have earnings that exceed specific amounts, your special retirement supplement will be reduced or stopped. You may be eligible for a special retirement supplement if you retire:

- (1) After the MRA with 30 years of service.
- (2) At age 60 with 20 years of service.
- (3) Under special provisions relating to Firefighters, Law Enforcement, Air Traffic Controllers, etc.

18-4 ANNUITIES TO SURVIVORS OF A RETIRED EMPLOYEE.

a. Survivor annuity to spouse. Unless an employee elects an annuity with survivor benefit to spouse, no survivor annuity will be payable to the spouse if the employee's death occurs after retirement. If the employee elects survivor annuity, his/her spouse will, upon the employee's death after retirement, be paid a survivor annuity.

b. Annuity with survivor benefit to spouse.

- (1) The maximum survivor annuity payable to your spouse is 50% of your unreduced annuity.
- (2) If less than maximum survivor annuity is elected, a SF 3107-2 (Spouse Consent to Survivor Elected) must be completed. This must be signed by the spouse verifying his/her awareness of this election.
- (3) Your annuity will be reduced by 10% to provide the maximum survivor benefit to the spouse.

18-5 FORMER SPOUSE BENEFIT.

a. A former spouse of any of the following may be entitled to a survivor benefit:

- (1) A deceased employee with at least 18 months of creditable service under FERS.
- (2) A deceased former employee with title to a deferred annuity who had at least ten years of service.
- (3) A deceased retired employee.

b. To be eligible for this benefit, a former spouse is defined as:

- (1) Married to the employee or retiree for at least nine months.
- (2) Has not remarried before age 55.
- (3) Possesses a court order or court approved property settlement agreement that expressly provides for payment of survivor annuity to the former spouse, which has been furnished to OPM.

18-6 LUMP SUM DEATH BENEFIT.

a. If an employee dies while in active service and has completed 18 months of service, the amount of benefits payable to a spouse will be:

- (1) \$15,000 (indexed to inflation) plus

(2) One half of the employee's annual rate of pay.

b. The spouse of a deceased employee with ten years of service or more will receive all of the above benefits plus an annuity equal to 50% of the employee's accrued basic benefit.

18-7 CHILDREN'S BENEFITS.

a. Any monthly FERS survivor benefit payable to any child of the deceased employee or retiree is reduced (offset) by the total amount of any social security survivor benefit payable to all children based on the social security earnings of the deceased employee or retiree. In many cases the FERS benefit is reduced to \$0.

b. A child's survivor rate is:

(1) The total amount payable to all children under CSRS; (\$268 per month per child or \$408 per month divided by number of eligible children).

(2) Less the total amount payable to the children by social security, and

(3) Divided by the number of children.

18-8 REFUND OF CONTRIBUTIONS.

a. Eligibility requirements. The employee may be paid a refund of his/her contributions to the retirement fund if:

(1) The employment during which the employee is subject to the retirement system is terminated for any reason.

(2) The employee is not reemployed in a position subject to retirement deductions at the time the application is filed.

(3) The employee will not be eligible to receive an annuity within 31 days after filing the application.

b. Effect of refund. Payment of a refund of FERS deductions permanently voids any retirement right based on the period of FERS service that the refund comes. This means that an employee cannot repay the money in the future to reestablish credit for the refunded FERS service.

CHAPTER 19

THRIFT SAVINGS PLAN

19-1 COVERAGE. The Thrift Savings Plan (TSP) is a retirement savings and investment plan for federal employees.

a. Basic participation rules are:

(1) FERS employees receive agency automatic (1%) contributions whether or not they contribute to their TSP account.

(2) FERS employees may contribute up to 10% of their basic pay each pay period.

(3) FERS employees receive agency matching contributions on up to 5% of basic pay that they contribute each pay period -- dollar per dollar on the first 3% of pay contributed, and \$.50 of the dollar for the next 2%.

(4) CSRS employees may contribute up to 5% of their basic pay each pay period. CSRS employees do not receive any agency matching or agency automatic (1%) contribution.

(5) You must be in a pay status (receiving pay) to make contributions and to receive agency contributions for a pay period.

(6) All contribution must be made through payroll deductions. Lump sum contributions from a source other than payroll deductions are not permitted.

(7) Employees can also allocate or change the allocation of their contributions among three investment funds.

19-2 OPPORTUNITIES TO ENROLL AND CHANGE ENROLLMENTS.

a. An open season is held every six months (May 15 - Jul 31 and Nov 15 - Jan 31).

b. Eligible employees can change or enroll during an open season.

19-3 INVESTMENT SAVINGS. The TSP includes three investment funds. The three funds are:

a. FUND G - Government Securities Investment Fund. This fund will be invested in securities of the United States government.

b. FUND F - Fixed Income Investment Fund. This fund will be invested in insurance contracts, certificates of deposit, and other investments that guarantee both principle and a specified investment return.

c. FUND C - Common Stock Index Investment Fund. This fund will be invested in a selection of common stocks in the same proportion as a recognized stock index (such as Standard and Poor's 500). The actual investment mix of the fund will be based on the mix of stocks in the chosen index. This fund provides the opportunity to earn a greater investment return than the other two funds, but it involves more risk. Investment earnings will fluctuate according to market conditions, and the principle amount will not be guaranteed.

19-3 DISTRIBUTION OF FUNDS. Vesting. The process of acquiring ownership of the money put into the TSP account. Once an employee is vested, the money in the account belongs to him/her and can be taken out of the plan if the employee leaves federal service.

a. Both FERS and CSRS employees are 100% vested in their own contributions and their investment earnings. FERS employees are 100% vested in the agency matching contributions and the investment earnings on this account.

b. The vesting requirement for the agency automatic contribution of 1% for FERS-covered employees only is satisfied by three years of civilian service. Employees who leave government service before meeting the vesting requirement of three years will forfeit the 1% agency automatic contribution.

19-4 BENEFITS AND SEPARATION.

a. Availability of Benefits. Benefits are available when an employee leaves federal employment, upon retirement, disability, death, or termination of employment.

b. Withdrawal options depend on eligibility for basic FERS or CSRS retirement benefits.

c. Options also depend on the size of account balance, if vested account balance is \$3500 or less (regardless of eligibility for retirement benefits) employee will be notified and account balance will be paid to employee automatically in a single payment unless employee chooses another withdrawal option for which they are eligible. This payment is referred to as an "automatic cashout". See Table 19-1.

19-5 TYPES OF TSP ANNUITIES AVAILABLE.

a. Five types of TSP annuities are specified by law:

- (1) With level payments, or
- (2) With increasing payments.

Joint Life with spouse annuities:

- (3) With level payments, or
- (4) With increasing payments.

Joint life with other survivor annuity:

- (5) With level payments.

b. When an employee chooses an annuity form of payment, the amount paid to the employee each month is based on his/her life expectancy (according to actuarial tables of average death rates), the rate of interest that is expected to be earned on the fund, whether or not there will be payments made to a beneficiary after annuitant's death (and, if so, his/her age), and finally, the rate at which annuities change, if any. All of this information will be used by the thrift board to determine what actuarial factor will be applied to calculate the benefit. The following is an example of an annuity calculation:

Example: An employee at age 62 retires after 25 years of contributing to the TSP. The employee account at retirement is \$100,000. Using the actuarial factor of 15 (\$100,000 divided by 15), the annuity will start at \$6,667 a year or \$556 a month.

c. Annuities will be provided through insurance companies or similar organizations that provide annuities in the normal course of business. The insurer will guarantee that the annuity payments are made under the terms that the employee elected.

19-6 TSP LOAN PROGRAM.

a. The TSP loan program allows current employees while still employed by the federal government to borrow your own contributions and their earnings for:

- (1) Purchase of primary residence.
- (2) Education expenses.
- (3) Medical expenses.
- (4) Financial hardship.

b. Loan cost. There are no origination fees at this time. You must pay back your loan with interest, which will be included in your loan payments. Both the interest and the principle you repay goes back into your TSP account.

c. Interest rate. The loan interest for the life of the loan is the latest available interest rate on the government securities investment fund at the time your application is received.

d. Minimum loan amount. The smallest amount you can borrow is \$1,000. Therefore, you must have at least \$1,000 of your own contributions and their earnings to obtain a loan.

e. Loan payments. You must make loan payments in substantially equal installments through payroll allotment. Personal checks cannot be accepted as payment of the loan.

19-7 TAXES

a. Tax Deferral. All employee and employer contributions and earnings on those contributions are not subject to federal income tax until the employee receives a distribution. Employee contributions reduce gross income for federal income tax purposes.

b. As long as the account remains in the plan, it generally accumulates on a tax-deferred basis. However, when an employee receives the account balance, it is subject to taxation.

TABLE 19-1
SUMMARY OF WITHDRAWAL OPTIONS*

LENGTH OF SERVICE	PAYMENT OPTIONS
Not entitled to retirement benefits (generally less than five years of civilian service)	<ul style="list-style-type: none"> Transfer your vested account balance to an IRA or other eligible retirement plan. You cannot keep your account in the TSP.
Five years or more, eligible for deferred benefits, but not eligible for immediate retirement.	<ul style="list-style-type: none"> Transfer balance to an IRA or other eligible retirement plan. Receive a life annuity (or defer its purchase until later). Defer a single payment or a series of equal payments until the date you are eligible to receive retirement benefits or to a date thereafter.
Five years or more, eligible for immediate retirement. Also, employees eligible for disability retirement or certain worker's compensation benefits.	<ul style="list-style-type: none"> Transfer the balance to an IRA or other eligible retirement plan Receive a life annuity (or defer its purchase until later). Receive immediately or at a later date a single payment or a series of equal payments.

* If your account is \$3,500 or less at disbursement and you do not choose a withdrawal option, you will receive your account balance in a single payment after notification from the TSP recordkeeper.

CHAPTER 20

CIVILIAN EMPLOYEE SPONSOR PROGRAM

20-1 PURPOSE. To provide policies, responsibilities and procedures for welcoming and assisting incoming personnel to all activities serviced by the Fort Devens Directorate of Civilian Personnel. It is the purpose of the Civilian Employee Sponsor Program to provide information and personal assistance to newly assigned employees.

20-2 SCOPE. This applies to all newly assigned civilian personnel who are relocating to work at an activity serviced by the Fort Devens DCP. Selected information should be used to assist all employees who are new to the organization and/or Fort Devens.

20-3 OBJECTIVES. To provide positive assistance to employees newly assigned, by aiding in their orientation and acclimation to the new work environment. This assistance will include, but is not limited to:

a. An orientation to the work-site and all safety requirements peculiar to the job. Such orientation should logically include information on cafeterias and break areas, parking area, proper operation of a privately owned vehicle (POV) on post, and any other pertinent information..

b. Specific information on the location, use, and availability of services available on post (i.e., eating facilities, recreation services, post office, bank, credit union, housing referral office, etc.). This should include providing incoming personnel with a map of the installation.

c. Assist an employee anticipating settlement in the local area by providing information on the general locale.

20-4 POLICY.

a. Insufficient knowledge about a new work situation or new community environment can cause unnecessary apprehension of the pending adjustment and may cause an employee to begin work with undue concerns and needless frustration about settling into a local area community.

b. Positive assistance to employees promotes a smoother transition to the new home and work environments. To the maximum extent before their arrival, new employees will be informed of conditions they can expect and continuing effort will be made to assist them in the immediate post-arrival period.

20-5 RESPONSIBILITIES.

a. The Director or a designated representative shall be responsible for determining the sponsorship needs of employees coming into the organization except as provided for separately below. The Director is also responsible for assuring the employee is introduced to officials in the supervisory chain of command. Directors are to assure the employee's attendance at the New Employee Orientation.

(1) Career Program Managers or their designated representatives are responsible to ensure sponsors are appointed for incoming interns. If possible, sponsors should be recent graduates of a Career Intern Program or career interns in the latter stages of their training.

(2) Each Director is responsible for the operation of the sponsor program for all newly assigned interns as it effects his/her Directorate.

(3) Sponsors will provide to new employees advance information about the local area. This information will be provided by Army Community Services (ACS) and will include information on the surrounding area community, housing market, local educational institutions, transportation and post facilities.

b. The DCP is responsible for:

- (1) Arranging, scheduling, and presenting orientation program for new employees.
 - (2) Providing assistance as necessary to sponsors upon request.
- d. The ACS Officer, Directorate of Personnel and Community Activities will support the sponsor program as follows:
- (1) Prepare and maintain current information packets which will be furnished to activities upon request.
 - (2) Provide assistance within capability to sponsors upon request.

20-6 PROCEDURES. Selecting supervisors should inform the DCP of the name of the sponsor appointed for incoming personnel. The sponsor will forward a welcome letter (figure 20-1) and an information pocket to the new employees as far in advance of his/her actual arrival as possible and practical. Where early reporting dates make written correspondence infeasible, telephonic contact should be made by the sponsor in lieu of a letter. A checklist which should be of assistance to employees appointed as sponsors is at figure 20-2. A job site orientation outline for use by the immediate supervisor of the new employee is at appendix A. This includes topics which should be covered at the work-site during the first week of the employee's new assignment to help assure a smooth transition to the workplace. Selected topics contained in appendix a should be of assistance for all employees who are new to the organization and/or Fort Devens.

20-7 SUPERVISORS ORIENTATION FOR NEW EMPLOYEES.

a. This phase of orientation should be accomplished within the first week on the job. The supervisor of the work unit should give it his/her personal attention. In addition, or as an alternative, a knowledgeable member of the work unit may be assigned as sponsor for a week to help integrate the new member into the work unit.

b. The supervisor should not slight job induction activities. It has been established that the manner in which a new employee is inducted into the work place is of great importance to job satisfaction and subsequent work contribution. An employee poorly oriented and assimilated will usually lack confidence and may experience negative feelings that lead to formation of defensive behavior and poor work habits. For this reason, it is of great importance that the supervisor personally put the employee at ease while, at the same time, letting him/her know precisely what will be expected in the way of work habits and performance. As a minimum, discussions concerning performance appraisals, attendance and conduct, access to and relations with the supervisor should be handled by the supervisor personally.

c. While it is important that the orientation be timely, the supervisor should keep in mind the problem of information overload. Time, patience, follow-up, and feedback are all essential ingredients of effective employee orientation.

20-8 SCOPE OF ORIENTATION TOPICS. Orientation topics are as follows:

a. Place in the Organization. The place of the work unit in the organization should be made plain, preferably with the use of an organization chart. The employee should be able to locate his/her work station within the work unit, adjacent units, and the activity as a whole. Understanding the end product usually improves the work.

b. Sources of Information. There should be no double in the employee's mind about sources of help and instruction. Those in the unit authorized to assign tasks, answer questions, or lead in any aspect of the employee's work experience should be identified and introduced. The supervisor himself/herself should make clear the relationships among himself, the new member, and all those who will assume prominence in the member's worklife.

c. Work-site Introductions. The new member should be introduced to coworkers and told what they do in the unit.

d. Employee Union/Union Steward. Where the work unit is part of a recognized bargaining unit, the new employee may be introduced to the steward representative of the unit. Supervisors will refrain from voicing opinions about the desirability of union membership for the employee.

e. Building Regulations. Physical features, emergency procedures, evacuation routes, location of fire extinguisher, security considerations, and all other rules and procedures pertaining to the workplace should be pointed out and feedback obtained indicating the employee's understanding. Where appropriate, a guided tour should be conducted.

f. Location of Facilities. Matters pertaining to the employee's personal needs include location of restrooms, lunch or break rooms, restaurant facilities, water fountains, etc. The most convenient access to the worksite should be pointed out, to include the nearest bus stop, or availability of rides with coworkers. It is a nice gesture to accompany/escort new members on lunch and work breaks for at least the first day.

g. Job Duties. Perhaps the most important aspect of new employee orientation is introduction to work tasks. It should not be assumed that because persons have been determined qualified for the work they will immediately know how to do it. The principles of good job coaching are of great importance here. The employee should, to the extent possible, have the work described, then demonstrated while repeating the description, then closely supervised in doing it and, finally, asked to explain what was done and why. This process should be repeated until the employee shows the understanding of all aspects of the work assigned. If the work produced is of a complex nature, frequent in-process review and appropriate feedback are in order during the break-in period. There is never as good a time as the first to teach correct work habits and encourage productivity and quality output. Not only the employee's own tasks, but the relationship of the tasks to interdependent tasks performed by others should be made clear.

h. Job Description. Discussion of the job description should be tied to the discussion of job duties and relationships. Additionally, however, it should be presented as the basis for grade and pay determination, position control in the unit, and in developing a standard by which employee performance will be judged. The employee should understand that significant changes in duties not tied to reassignment or detail require revision of the position description.

i. Standards of Performance. Standards of Performance. will be in writing and will encompass all major job elements with emphasis on critical elements so identified. These should be carefully explained to the employee along with procedures to be followed to request a review of a formal rating.

j. Performance Appraisal. Discussion of the performance appraisal process should make clear not only the several topics of rating classification but how the supervisor will support the employee's performance needs. The supervisor should from the beginning establish effective performance counseling.

k. Training. The determination of training through the performance appraisal process should be explained to the employee along with the Individual Development Plan (IDP) concept. The employee's basic responsibility for self-development should be introduced, together with a recounting of activity support, such as career counseling and tuition support for job-related self development activity.

l. Tools and Equipment. Checkout, accountability, care, and use of tools, equipment, or supplies for the job can be taught as an integral part of job coaching.

m. Details/Loaned Labor. If the work situation is likely to call for temporary diversions of the employee to tasks other than those regularly assigned, the supervisor should explain the circumstances and make procedures clear.

n. Use of telephone. Rules for telephone usage, if given early, may avoid later problem. Employees need to know these in order to make family or other arrangements necessary to comply with the rules.

o. Hours of work. Discussion of work hours should include instructions concerning promptness and use of lunch and break periods. The discussion is particularly important where flexible hours are in effect.

p. Tour of Duty. Treatment of holidays and days off should be explained. If shift work, pay differentials and other affected matters such as parking problems or transportation should be discussed. Where there is a possibility of flexibility in tour assignment, the employee's personal and family needs should be given consideration.

q. Overtime/Compensatory Time. Points to be covered are:

- (1) Policy for rotating or otherwise assigning overtime.
- (2) Estimated occurrence of overtime to be expected.
- (3) Entitlement of the employee to overtime pay or compensatory time off, and procedures and time limits for taking the time.
- (4) The employee's options, if any, for working overtime and for choosing between pay and compensatory time.
- (5) Prohibition on voluntary overtime under FLSA.
- (6) Prohibition on use of compensatory time in lieu of pay for Federal Wage System employees.
- (7) Prohibition on use of compensatory time in lieu of pay for regularly scheduled overtime.

r. Leave Approval Procedures. It is recommended that the orientation on leave and attendance be handled by the supervisor - not an assistant and not the personnel office. Coverage of the various types of leave may have been accomplished by a handout, or other means; however, the supervisor's expectations concerning the use of sick and annual leave should be a matter for face-to-face discussion. It is important that employees understand the requirements for approval of leave and the source of approval authority. The following points should be covered as a minimum:

- (1) Accrual rates.
- (2) Vacation scheduling policies and procedures.
- (3) Emergency leave report-in requirements.
- (4) Policy for medical verification of sick leave.
- (5) LWOP policy.
- (6) Penalties associated with AWOL.

s. Criteria for Excused Absence. Discussion of the provisions (refer to chapter 10) on excused absence should highlight the supervisor's approval authority and areas of supervisory discretion in administratively approving absence from the work-site.

t. Conduct and Discipline. it is recommended that employee conduct be among subjects personally handled by the supervisor. While anyone can review or hand out the Table of Penalties, it is the supervisor who can credibly relate then to the work situation and to his or her own policies. The employee should see these sanctions as tools of the supervisor, not the personnel office. This subject should be positively presented with the supervisor's attitude reflecting the Army's policy that administration of discipline is for corrective rather than punitive purpose.

u. Employee Record Card. The content and purpose of the 7-B card maintained by the supervisor should be explained.

v. Safe Work Practices. This topic should be an integral part of the job orientation process but should also be expanded to include hazards from moving vehicles, office safety, etc. Content of this briefing should be coordinated with activity safety officials.

w. Environmental/Pollution Control. Related to v. above.

x. On-Job Injury/Illness. This orientation should include:

- (1) Location of Dispensary/Health Clinic/Hospital.
- (2) Health services available to civilian workers.
- (3) Policy covering dispensary visits.
- (4) Mandatory check-in (consistent with the nature of injury and capability of medical facility) and check out policies when leaving work due to incapacitation.
- (5) Accident reporting forms and procedures.
- (6) First Aid procedures.
- (7) Occupational health consideration related to the work place.

SAMPLE SPONSOR LETTER

Dear

My name is _____ and I have been assigned as your sponsor to assist you in your transition to your new job with Fort Devens. I work in the office to which you will be assigned. I have enclosed your job description and an organization chart. This should help familiarize you with how our directorate is organized and what your duties and responsibilities will be.

The enclosed welcome package contains a map of Eastern Massachusetts and Fort Devens and some additional information on post facilities. You will be working in building _____, which I have circled on your \map. Eating facilities, a bank, a credit union and a post office are all conveniently located on Fort Devens. Parking is free and is located near the office. Also in the welcome packet is information on a variety of interesting things to see and do in your leisure time.

As you may already be aware, housing in this area is expensive. The welcome packet contains information on housing costs; our Housing Referral Office (telephone (508) 796-2412) maintains listings to help you locate suitable lodging. Less expensive housing is available in suburban areas, so you will need to strike a balance between how much you spend and how far you are willing to commute.

If you will be accompanied by family members who may be interested in employment on Fort Devens, information in the welcome package may be of assistance. Our Job Information Center number in the Directorate of Civilian Personnel is (508) 796-3124.

Please let me know if you want me to make temporary lodging arrangements at a nearby hotel or otherwise assist you in getting settled. My work phone number is _____ (Commercial) or _____ (AUTOVON) or you can reach me at home on _____. I look forward to meeting you in person in the near future.

Sincerely,

(Sponsor)

Encl

Figure 20-1 Sample Sponsor Letter

Actions Prior to arrival

- () Introductory letter or phone call
- () Obtain and furnish any informational material from Army community Services.
- () Research or refer to appropriate office any questions incoming employee may have.
- () Assist with logistical arrangements (i.e., advise on transportation from the airport and nearby lodging).

Action after arrival.

- () Escort to Directorate of Civilian Personnel, ID Card Section, and Motor Vehicle Registration for in-processing.
- () Tour of post and points of interest as appropriate.
- () Identification of eating facilities and services available to civilian employees (i.e., golf course, pools, nautilus, tennis courts, library, etc.).

Figure 20 -2 Checklist for Sponsors

MISCELLANEOUS

21-1 EMPLOYEE CONDUCT.

a. Responsibility. Supervisors and employees share responsibility for ensuring that the conduct of the Department of the Army civilian employees brings no discredit upon the Army or the Federal Government as a whole. Each employee has the duty of acquainting himself/herself with each statute that relates to ethical and other conduct as an employee of the Department of the Army and of the government. Supervisors are required by Army Regulation 600-50 to assure that new employees are informed of the standards of conduct upon employment or entrance on duty and that all employees are apprised of the standards at least semiannually.

b. On-duty Conduct. Employees are expected in the course of their duties to:

(1) Report punctually for work in a condition which will permit them to perform their assigned duties (i.e., in appropriate clothing, with required tools or equipment, and in a sober condition).

(2) Render efficient and industrious service in the performance of assigned duties.

(3) Give ready response and enthusiasm to directions and instructions received from the supervisor.

(4) Exercise courtesy and tact in dealing with fellow workers and the public.

(5) Conserve and protect Federal funds, property, equipment, and materials.

(6) Perform their work to the best of their ability.

(7) Uphold with integrity the public trust involved in the position to which assigned.

c. Off-duty conduct. The off-duty conduct of employees is part of their private life, and, unless the efficiency of the service is directly affected by that conduct, it is not subject to supervisory review. Only when employee conduct begins to have a direct effect upon official activities, is it permissible for a supervisor to take official notice. The Directorate of Civilian Personnel (DCP) should be contacted for assistance in these matters.

21-2 SPECIFIC STANDARDS OF CONDUCT FOR FEDERAL EMPLOYEES.

a. Outside employment.

(1) Incompatible activities. An employee is prohibited from engaging in outside employment or other outside activity not compatible with the full and proper discharge of the duties and responsibilities of his/her government employment. Outside employment which tends to impair the employee's mental or physical capacity to perform government duties and responsibilities in an acceptable manner is prohibited. Other incompatible activities include acceptance of any favor, pay, gift, payment of expenses, or any other thing of monetary value in circumstances where acceptance may result in or create the appearance of conflicts of interest. This restriction does NOT prohibit the acceptance of outside employment. Only those outside jobs which conflict with the performance of official duties are prohibited.

(2) Additional compensation for services. An employee is prohibited from receiving any salary or anything of monetary value from a private source as pay for services to the government.

(3) Teaching, lecturing, and writing. Employees are encouraged to engage in teaching, lecturing, and writing that is not incompatible with their respective Federal positions. An employee, however, will not engage in activities that are dependent on information obtained as a result of their Government employment, except when the information does not focus specifically on the agency's abilities, policies, and programs, and--

- The information has been published or is generally available to the public; or

- The information would be made available to the public under the Freedom of Information Act, 5 USC 552, or

- It will be made generally available to the public and the appropriate commander gives written authorization for the use of nonpublic information on the basis that the use is in the public interest.

b. Outside income.

(1) An employee is prohibited from accepting fees which conflict with the honoraria ban included in the 1989 Ethics Reform Act. Under the interim rules of the ban, acceptance of most fees for speeches and articles are banned. Honoraria applies to fees as paying or anything else of value for an "appearance, speech, or article". This does not include incidentals such as meals or the waiver of attendance fees or course materials furnished as part of an event where employees make appearances or speeches. Compensation, including travel expenses, for speaking or writing on subject matter that focuses specifically on his/her official duties or on the responsibilities, policies and program of his/her employing agency is prohibited.

(2) The following examples are given to illustrate the effects of the ban.

(a) Employees may moonlight as singers, comedians or actors. Fees are acceptable because performances are strictly for entertainment and do not constitute a speech. An employee would not make an official "appearance" by playing the piano and singing at a wedding reception, performing a comedy routine or acting in a play.

(b) A Federal employee, employed two nights a week as a local newspaper reporter can receive a salary from the reporting job even though the work involves writing articles, but the employee cannot accept payment for freelance articles.

(c) A Federal employee can receive payments for teaching courses sponsored by the federal, state or local government, or for teaching college or university courses.

(3) Employees seeking guidance on activities which may be prohibited should call the Office of the Staff Judge Advocate, Administrative Law Division.

c. Financial interests. An employee is prohibited from having a direct or indirect financial interest that conflicts or appears to conflict with his/her government duties and responsibilities, or engaging in, directly or indirectly, a financial transaction as a result of or primarily relying on information obtained through his/her government employment. Such a conflict may exist even though there is no reason to suppose that the employee will, in fact, resolve the conflicting situation to his/her personal advantage rather than in an objective manner. An employee, therefore, must avoid participation not only in matters in which conflicts of interest exist, but also in situations in which a conflict is likely to arise.

d. Use of government property. An employee is prohibited from directly or indirectly using or allowing the use of government property of any kind, including property leased to the government, for other than officially approved activities. An employee has a duty to protect and conserve government property, including equipment, supplies, and other property entrusted or issued to him/her.

e. Misuse of information. An employee is prohibited from directly or indirectly using or allowing the use of official information obtained through or in connection with his/her government employment which has not been made available to the general public, for the purpose of furthering a private interest.

f. Indebtedness. The Department of the Army recognizes that an employee has a responsibility to honor his/her just financial obligations in a proper and timely manner. However, the Department of the Army will not permit itself to be used as a collection agency in connection with commercial obligations or claims based on court judgments. Orders from a court garnishing an employee's salary for child support and/or alimony should be forwarded to the Finance and Accounting Division.

21-3. POLITICAL ACTIVITY.

a. While all civil service employees, as citizens, have certain inalienable rights, their positions as servants of the public require that they observe a special code of conduct in all their encounters or dealings with political matters. The Congress of the United States, through the Hatch Political Activities Act, the U.S. Office of Personnel Management, and Office of Special Counsel of the Merit Systems Protection Board, have defined the pattern of political conduct which is acceptable in the Federal service. It is the responsibility of supervisors and employees at all levels to acquaint themselves with their rights, restrictions and requirements and to conduct themselves accordingly.

b. Permissible activities.

(1) All employees are free to engage in political activity to the widest extent consistent with the restrictions imposed by law.

(a) Register and vote in any election;

(b) Express his/her opinion as an individual citizen privately and publicly on political subjects and candidates;

(c) Display a political picture, sticker, badge or button;

(d) Participate in the nonpartisan activities of a civic, community, social, labor or professional organization, or of a similar organization;

(e) Be a member of a political party or other political organization and participate in its activities to the extent consistent with law;

(f) Attend a political convention, rally, fund-raising function; or other political gathering;

(g) Sign a political petition as an individual citizen;

(h) Make a financial contribution to a political party organization;

(I) Take an active part, as an independent candidate, or in support of an independent candidate, in a non-partisan election;

(j) Take an active part, as a candidate or in support of a candidate, in a nonpartisan election;

(k) Be politically active in connection with a question which is not specifically identified with a political party, such as a constitutional amendment, referendum, approval of a municipal ordinance or any other question or issue of a similar character;

(l) Serve as an election judge or clerk, or in a similar position to perform nonpartisan duties as prescribed by state or local law; and

(m) Otherwise participate fully in public affairs, except as prohibited by law, in a manner which does not materially compromise his/her efficiency or integrity as an employee or the neutrality, efficiency or integrity of his/her agency.

(2) Paragraph (1) of this section does not authorize an employee to engage in political activity in violation of law, while on duty, or while in a uniform that identifies him/her as an employee. The head of an agency may prohibit or limit the participation of an employee or class of employees of his/her agency in an activity permitted by paragraph (1) of this section, if participation in the activity would interfere with the efficient performance of official duties, or create a conflict or apparent conflict of interests.

c. Prohibited activities.

(1) An employee may not use his/her official authority or influence for the purpose of interfering with or affecting the result of an election.

(2) An employee may not take an active part in political management or in a political campaign, except as permitted by law or regulation.

(3) Activities prohibited by paragraph (2) of this section include but are not limited to:

(a) Serving as an officer of a political party, a member of a national, state, or local committee of a political party, an officer or member of a committee of a partisan political club, or being a candidate for any of these positions;

(b) Organizing or reorganizing a political party organization or political club;

(c) Directly or indirectly soliciting, receiving, collecting, handling, disbursing, or accounting for assessments, contributions, or other funds for a partisan political purpose or in connection with a partisan election;

(d) Organizing or reorganizing a political party organization or political club;

(e) Taking an active part in managing the political campaign of a candidate for public office or political party office;

(f) Being a candidate for, or campaigning for, an elective public office;

(g) Taking an active part in an organized solicitation of votes in support of or in opposition to a candidate for public office or political party office;

(h) Acting as recorder, watcher, challenger, or similar officer at the polls on behalf of a political party or candidate in a partisan election;

(i) Driving voters to the polls on behalf of a political party or a candidate in a partisan election;

(j) Endorsing or opposing a candidate in a partisan election in a political advertisement, a broadcast, campaign literature, or similar material;

(k) Serving as a delegate, alternate, or proxy to a political party convention;

(l) Addressing a state or nationwide convention or caucus, or a rally or similar gathering of a political party in support of, or in opposition to, a candidate for public or political party office; or on a partisan political question; and

(m) Initiating or circulating a nominating petition for a candidate in a partisan election.

21-4 CIVILIAN EMPLOYEE BULLETIN BOARDS. A civilian employee bulletin board will be located at a place deemed appropriate by the directorate concerned, providing that the bulletin board is conspicuous to all personnel concerned. The following items are examples of what may be posted and kept current on civilian employee bulletin boards:

a. Memorandum, subject: Equal Employment Opportunity.

b. Memorandum, subject: Designation of Equal Employment Opportunity Officer.

c. Training announcements.

- d. Vacancy announcements for civilian positions.
- e. Office of Federal Employees' Compensation Form CA-10.
- f. Equal Employment Opportunity Counselor's picture poster.

21-5 USE AND CONTROL OF EMPLOYEE SERVICE RECORD, STANDARD FORM 7-B (SF 7-B). The SF 7-B is furnished each operating official by the DCP for each employee. The purpose of the card is to provide the supervisor with an easy method of recording important information relative to the employment status of each employee. The use of the SF 7-B is not required but is encouraged to record:

- a. Changes in position or status (promotions, reductions, etc.).
- b. Training received.
- c. The annual performance rating.
- d. Counseling sessions, record of discipline, record of recognition, etc. Counseling may be recorded in the following manner: "Counseled on 24 February 1991 for 10 instances of tardiness totaling 3 hours."
- e. Any other information which has a direct relationship to the employee's position or person (e.g., recording skills - "Employee holds ICC license (expires 9/91)" or "Employee now qualified to operate metal lathe").
- f. Recording information on the SF 7-B. The form should be folded so that the most personal information (Item 3 through 14 and most of Item 15) is under the flap formed by the "continued" section of Item 15.

(1) Items 1 through 12 will be completed by the DCP prior to the supervisor's receipt of the form.

(2) Item 13, additional information and remarks (training, skills, education, etc.), should be used to record information outlined in b, d, and e above.

(3) Item 14, performance rating, should be annotated only when either an Exceptional or Unsatisfactory rating has been given. The supervisor should record in Item 13, any information regarding the employee's job performance which would be useful from the annual performance counseling discussion (the annual discussion should also be annotated).

(4) Item 15, current employment record, should be annotated every time there is a change in the employee's status. The information may be obtained from the employee's copy of the change (e.g., Standard Form 50-B (Notice of Personnel Action), prior to its delivery to the employee).

g. Control SF 7-B. Due to the personal nature of the information on the card, it should be maintained separate from other files. Each supervisor is responsible for maintaining the privacy of employees by controlling access to this information. The following individuals should be allowed access to an employee's record card:

- (1) The employee.
- (2) Any person authorized in writing, by the employee, to view the card, as the employee's representative.
- (3) Agency management officials who have a legitimate need to know the information contained on the card.

21-6 IDENTIFICATION OF CIVILIAN EMPLOYEES.

a. General. This establishes the requirement for the issuance of identification cards (ID) to all civilians who are employed within the confines of this installation. It includes all full and part-time appropriated fund employees, nonappropriated fund employees, employees of the Army-Air Force Exchange System (AAFES), employees of the Defense Reutilization Marketing Office (DRMO), and persons employed as baggers at the Fort Devens Commissary. It includes civilians employed at all tenant activities on Fort Devens, as well as employees of the US Army Garrison, Fort Devens. Excluded are persons who are working on Fort Devens as contractors or sub-contractors, or as employees of contractors or sub-contractors.

(1) The term "Identification Card" or "ID card" refers to DA Form 1602, Department of the Army Civilian Identification Card.

(2) The term "Directorate of Civilian Personnel" refers to the Fort Devens Directorate of Civilian Personnel (DCP) located in building T-3701 on Barnum Road.

(3) All employees will carry in their possession an ID card. The ID card will be obtained by the employee within seven work days following the employee's first duty day.

b. Procedures:

(1) The employee will complete DD Form 1172 (Application for Identification Card), at the DCP during inprocessing. If the employee is being hired through a system other than the Fort Devens DCP (i.e., DRMO, AAFES, Commissary baggers) the DD Form 1172 will be prepared at the office in which the employee is being hired.

(2) The DD Form 1172 will be authenticated by member of the servicing Personnel Services Division. If the employee is being hired through a system other than the Fort Devens DCP (i.e., DRMO, AAFES, Commissary baggers) the DD Form 1172 will be authenticated by competent authority of that office.

(3) The employee will take the completed and authenticated DD Form 1172 to Central Processing, ID Card Section of the Adjutant General, where the ID card will be issued to the employee. The ID card will be valid for a maximum period of four years. Employees should contact the DCP for renewal of the ID card, or if it is lost or stolen.

(4) When the employee terminates his/her employment at Fort Devens, his/her ID card will be turned in at the DCP. If the employee has been hired through a system other than the Fort Devens DCP (i.e., DRMO, AAFES, Commissary baggers) the ID card will be surrendered at the office at which the employee was hired, then sent by responsible authority of that office to the DCP.

21-7 CLEARING THE INSTALLATION.

a. General. By clearing the Installation before separation from Federal service or transfer to another agency or installation, an employee assures the Army that he/she is leaving only after finishing certain essential pieces of business (such as turning in Government property). Unless it is probable that they will not be returning (e.g., accompanying a transferring spouse), employees do not clear the Installation before beginning a period of LWOP.

b. Procedures.

(1) Each directorate, staff activity, and serviced activity will carry a supply of FtDev Ovpt 9 to DA Form 137 (Installation Clearance Record) sufficient to meet anticipated quarterly needs.

(2) Supervisors will issue this form to each departing employee, and assure that, no later than the last duty day, each employee clears every stop on the form which does not have an overprinted "N/A."

(3) The employee will clear each organization in person unless the organization to be cleared allows otherwise. (The supervisor carries the responsibility for assuring that a visit is not necessary.)

(4) If an employee departs without clearing, the employing organization must complete the process on the individual's behalf. (Clearing the Installation is work. Therefore, under no circumstances will an individual who has separated from Federal service be allowed or required to clear after the effective date.)

--> **NOTE: Figure 21-1 "Sample Installation Clearance Record" has NOT been input.
See FE Memo 690-1, page 21-6.**

Appendix A

PROCEDURES FOR SUBMITTING NOMINATIONS FOR THE CIVILIAN EMPLOYEE OF THE QUARTER/YEAR PROGRAM

A-1 PURPOSE. To provide nomination submission and documentation procedures, including nomination criteria, to be used for recognition of outstanding civilian employees in the Civilian Employee of the Quarter/Year Program.

A-2 OBJECTIVE. The objective of this program is to recognize employees with superior work records and/or those who perform meritorious acts or services, whether on- or off-duty, which contribute to the mission or quality of life of Fort Devens or its role as a good neighbor in the community.

A-3 ELIGIBILITY. All permanent appropriated and non-appropriated fund employees working in participating Fort Devens organizations are eligible to receive this award.

A-4 RESPONSIBILITIES.

a. Supervisors will nominate their most deserving employees without regard to race, color, national origin, religion, sex, age, handicapping condition, marital status, or political affiliation. Each activity is limited to one nominee per category per quarter.

b. The Public Affairs Office (PAO) will provide news coverage and publicity. PAO will also consolidate nominations for the special staff offices (i.e., Internal Review, Equal Employment Opportunity Office, Safety Management, Post Chaplain, Staff Judge Advocate, Inspector General, Headquarters Command, Provost Marshal, and the Command Group).

c. The Directorate of Civilian Personnel will:

- (1) Establish and convene the selecting board to choose the Civilian Employee of the Quarter/Year.
- (2) Provide a recorder to maintain minutes of proceedings for the selection board.
- (3) Prepare award certificate, and obtain award check and commemorative plaque for selected employees.

A-5 SELECTION BOARD.

a. The selection board will be composed of the following officials:

- (1) Director of Information Management
- (2) Director of Civilian Personnel
- (3) Director of Contracting
- (4) Director of Resource Management
- (5) Deputy Director of Plans, Training, Mobilization, and Security
- (6) Deputy Director of Engineering and Housing
- (7) Deputy Director of Logistics
- (8) Deputy Director of Personnel and Community Activities

(9) Executive secretary/recorder

b. A chairperson will be voted by the membership. The chairperson will be responsible for issuing quarterly nomination letters and coordinating quarterly and annual award ceremonies.

c. Each member of the selection board has full voting rights with the exception of the chairperson and the executive secretary/recorder. The chairperson will vote only when there is a tie. A minimum of five voting members, the chairperson, and the executive secretary/recorder are required to convene the selection board. The selection board will meet once per quarter (normally on the third Monday of the month at 1030, or at the request of the chairperson).

d. The board will consider fairly all nominations submitted in compliance with these procedures. Nominees will not personally appear before the board. Nor will board members advocate or appear to advocate the selection of any nominee. If a selection board member is a nominee for the award, the Installation Commander will establish a separate panel to fairly review nominations and make a selection.

e. Quarterly winners will receive a Certificate of Achievement and a check for \$250. The board will select the Civilian Employee of the Year from among those chosen during the immediately preceding fiscal year as Civilian Employee of the Quarter. If a selection board member is a candidate for this award, that member will neither participate in nor be present during board deliberations. The selection for Civilian Employee of the Year will be made annually at the October meeting. The civilian employee of the year will receive a check for \$500 and a commemorative plaque. In addition, the Employee of the Year will be recognized on the Fort Devens Honor Roll.

A-6 PROCEDURES.

a. Employees in eight broadly-encompassing job categories will be recognized each fiscal year. All Fort Devens employees work in positions falling into one of these categories, thus affording each of them an opportunity to be considered for nomination for one of the quarterly awards.

b. Nominations will be requested each quarter, in the order shown below, for two of the eight categories.

(1) First quarter - Secretarial and Trade/Craft/Wage Grade employees.

(2) Second quarter - Non-Appropriated Fund (NAF) and Technical/Professional employees.

(3) Third quarter - Clerical (other than secretarial) employees and Community Service nominees.

(4) Fourth quarter - Supervisory and Managerial employees.

c. Only the most deserving employees who meet the criteria shown in paragraph A-7 for their category should be nominated. The nomination packet, to be prepared by the supervisor, must be submitted in nine copies and include:

(1) A cover memorandum identifying the nominee and the job category for which the nomination is being submitted.

(2) A nomination form similar to the sample shown in figure A-1 and completed as discussed below.

(a) In the spaces provided, give the name of the employee being nominated, the organization where employed, and the job category for which the award nomination is being prepared.

(b) In the criteria section, address each consideration factor from paragraph A-7 for the applicable job category separately. Identify the specific factor being discussed and provide a narrative explanation which describes how the candidate meets it. For example:

“1. Job Accomplishments: Discuss accomplishments that are clearly beyond normal job expectations. Include description(s) of the manner and extent to which normal job expectations are exceeded.

“Ms. Jones is responsible for managing 25 employees and a budget of \$1 million. Her branch is charged with adjudicating claims within 45 days of receipt. Even though her workload has increased and staff has decreased, all claims have been processed within 42 days. Etc., etc., etc.”

(c) Narrative explanations must be clear and concise, with specific accomplishments noted wherever possible.

(d) Although the nominee’s total career contributions should be considered, special emphasis should be placed on recent accomplishments.

(3) A proposed citation, limited to 90 words to fit in the space provided on the award certificate.

(4) No other attachments may be added to the nomination packet.

e. Nominations must be routed through supervisory channels to the Directorate of Civilian Personnel (DCP), Personnel Services Division 5 (PSD5). They must arrive in PSD5 on or before the 15th of December, March, June, and September.

f. An employee may only be selected once during each 12-month (fiscal year) period.

g. Nominations which are not in accordance with the procedures in this paragraph will be returned.

A-7 CRITERIA FOR NOMINATION.

a. Award Category: Secretarial Employees.

(1) Eligibility. Nominees must be employed in a civilian capacity by the Federal government in a position titled “Secretary” for pay and classification purposes. Employees in other types of clerical positions should be considered for nomination under the Clerical Employees category (paragraph A-7e below). This distinction is made to underscore the significant contributions made by secretaries to their employing activities.

(2) Consideration factors.

(a) Job Accomplishments: Discuss accomplishments that are clearly beyond normal job expectations. Include description(s) of the manner and extent to which normal job expectations are exceeded.

(b) Impact on Operations: Describe the impact of the superior performance on the local organization, the operations of other government agencies, or the community at large. Provide quantitative data if possible (e.g., productivity improved, work units processed, dollars saved, etc.).

(c) Awards/Outside Activities: Provide a summary of any awards, commendations, and/or special honors the nominee has received, and when. Also describe any outside activities that enhance the nominee’s job performance.

b. Award Category: Trade/Craft/Wage Grade Employees.

(1) Eligibility. Nominees must be Federal employees serving in a recognized trade or craft or skilled mechanical craft; or in a skilled, semi-skilled, or unskilled occupation.

(2) Consideration Factors. Same as factors provided in paragraph A-7a(2) above.

c. Award Category: NAF Employees.

(1) Eligibility. Nominees must be employed under the NAF pay system on regular full- or part-time appointments. Each non-appropriated fund instrumentality should submit one nomination.

(2) Consideration Factors. Same as factors provided in paragraph A-7a(2) above.

d. Award Category: Technical/Professional Employees.

(1) Eligibility. Nominees must be Federal employees in a scientific, engineering, medical, technical, or other professional position. Many such positions have minimum education requirements and are listed in Chapter 933 of the Federal Personnel Manual. Persons serving in administrative specialties or other technical specialties which do not fit into other categories in this award program may be nominated under this category.

(2) Consideration Factors. Same as factors provided in paragraph A-7a(2) above.

e. Award Category: Clerical Employees.

(1) Eligibility. Nominees must be Federal employees working in a variety of specialized clerical areas (e.g., clerk typists, supply clerks, personnel clerks, or any other position having the word “clerk” in its title).

(2) Consideration Factors. Same as factors provided in paragraph A-7a(2) above.

f. Award Category: Community Service.

(1) Eligibility. Nominees must be current Federal employees who have enhanced the image of Federal employees and given conspicuous service to the community or general public through non-job-related activities. Employees who have performed acts of heroism may also be nominated under this category.

(2) Consideration Factors. Nominees should devote significant personal time and effort to community activities, welfare organizations, or other non-profit, non-partisan groups. If the nomination is based on an act of heroism, the nominee must have performed a valuable service to the community or to an individual which could have placed the employee in a hazardous or perilous situation. Nominations should include comments on:

- The employee’s involvement, participation, and leadership in community activities, non-profit organizations, or civic activities, and the time period for each. If the nomination is based on an act of heroism, describe the circumstances of the heroic act. Include specific references for the past year.

- Recognition received. If the employee has been recognized for this service, cite specific examples or provide copies of the recognition, identifying from whom it was received and the date of receipt.

- Human interest factors. Provide information on any human interest factors which may influence the employee’s involvement in the particular organization(s) or how he/she first became involved.

g. Award Category: Supervisory Employees.

(1) Eligibility. Nominees should have served as a Federal supervisor for a minimum of one year. To be considered for this award, the supervisory responsibilities must be a significant part of the position.

(2) Consideration Factors.

(a) Job Accomplishments: Address the overall career of the nominee and provide at least one major accomplishment within the last year. A description of the manner and extent to which normal job expectations have been exceeded should be included.

(b) Impact on operations: Describe the impact the nominee’s achievements have had at the local organizational level, the installation level, or the headquarters level.

(c) Management of Resources: Identify how human and physical resources have been employed to achieve the results described above. Things to consider include: Motivational techniques used, productivity improvements instituted, safety and health considerations, system improvements, financial or personnel management administration, strides in equal employment opportunity, etc.

(d) Awards/Outside Activities: Provide a summary of any awards, commendations, and/or special honors the nominee has received, including a brief description of each and the date received. Also describe the extent of the nominee's participation and leadership in community activities, work with non-profit groups, or other volunteer activities.

h. Award Category: Managerial Employees.

(1) Eligibility. Nominees must be responsible for managing specific program on the installation and should have served in this capacity for a minimum of one year. These positions would normally be graded at the GS-12 level or higher.

(2) Consideration Factors. Same as factors provided in paragraph A-7g(2) above.

NOMINATION FORM

Nominee: _____

Organization: _____

Job Category: _____

Criteria for Consideration: Address each consideration factor from paragraph A-7 for the job category shown above separately. Identify the specific factor being discussed and provide a narrative explanation which describes how the candidate meets it. (Note: Narrative explanation must be clear and concise, with specific accomplishment noted wherever possible.)

Figure A-1 Sample Nomination Form

Appendix B

SICK LEAVE PLAN OF ACTION

B-1 The Sick Leave Plan of Action (Table B-1) should be referred to by all supervisors and managers on an ongoing basis to comply with the Department of Army's sick leave usage cap (i.e., 48 hours of used sick leave per employee per year). but especially when a case of sick leave abuse is suspected.

B-2 Examples of Letters referred to in the Table (i.e., Notice of Counseling and Notice of Administrative Control of Sick Leave) can be found at figures 9-1 and B-2, respectively.

B-3 This plan is the only acceptable plan on Fort Devens. Supervisors should contact their Management Employee Relation Specialist if they need additional guidance.

TABLE B-1
SICK LEAVE PLAN OF ACTION

OBJECTIVE	ACTION	RESPONSIBILITY	TARGET DATE
1. To assure that each new employee is counseled and instructed on the proper use of sick leave	Supervisors will counsel newly-assigned employees on proper sick leave usage when conducting on-the-job orientation.	Immediate Supervisors	Within three work days of the date a new employee reports for duty.
2. To assure that all employees are periodically reminded of sick leave procedures	<p>All supervisors of civilian employees will conduct work unit meetings with their employees to discuss sick leave usage. Emphasis will be placed on the following:</p> <ul style="list-style-type: none"> - person to contact to request sick leave - proper use of sick leave - proper procedures for requesting sick leave - adverse effects of absenteeism - benefits of accruing sick leave 	Immediate Supervisors.	Quarterly.
3. To assure that all supervisors are well trained in techniques of sick leave control.	<p>a. Control of sick leave will be stressed in the 41-B Supervisory Training Source. MER personnel will ensure that military and civilian supervisors are aware of the impact that environmental, safety, and morale factors have on sick leave usage.</p> <p>b. Corrective action will be taken to resolve environmental and/or safety factors which are identified as contributing to the sick leave usage rate.</p> <p>c. All supervisors will be provided a copy of this Sick Leave Plan of Action.</p> <p>d. Supervisors will be given staff advice and assistance on individual sick leave problems.</p>	<p>Management-Employee Relations (MER) unit, Personnel Services Division 5 (PSD5), Directorate of Civilian Personnel (DCP).</p> <p>Immediate Supervisors.</p> <p>MER.</p>	<p>As scheduled.</p> <p>Within five work days of report or incident which positively identifies cause.</p> <p>As requested.</p>

4. To implement an effective system of reporting and review of sick leave usage.	a. Analyze employee sick leave records in connection with approval of time and attendance cards for questionable sick leave patterns.	Immediate Supervisors.	Continually.
	b. Review computerized list of sick leave statistics for quarter ending distributed by F&AD, Civilian Payroll.	Supervisors.	Quarterly.
5. To establish positive control of sick leave usage.	a. Conduct a counseling session to update the employee's knowledge and awareness of sick leave usage. This session will be recorded on the Employee Record Card, SF-7B.	Immediate Supervisors.	After an employee incurs three or more separate, non-consecutive incidents of questionable sick leave (i.e., not caused by on-the-job injury, illness, or disease) in any one quarter regardless of the duration. This should not apply when an employee is undergoing scheduled, recurring medical treatment.
	b. Issue sick leave counseling notice (see sample at Figure B-1).	Immediate Supervisors.	After an employee uses 32 questionable hours of non-questionable sick leave within a 12-month period that is <u>not</u> supported by an SF 71 or other medical certificate.
	c. Issue administrative control of sick leave notice requiring specific employee action when requesting sick leave (see sample at Figure B-2).	Immediate Supervisors.	After an employee uses 48 questionable hours of non-consecutive sick leave within a 12-month period that is <u>not</u> supported by an SF 71 or other medical certificate.
6. To publicize proper use of sick leave so as to promote supervisor awareness and employee "sick leave consciousness."	a. Include insert on sick leave usage on the pay voucher of every employee.	MER, in coordination with F&AD, Civilian Payroll.	As required.
	b. Advertise the sick leave program through articles in the civilian employee's and supervisors' newsletters.	MER	On a recurring basis.

Office Symbol

Date

MEMORANDUM FOR

SUBJECT: Notice of Counseling

1. The purpose of this notice is to counsel you in writing as to the intended use of sick leave.
2. Time and attendance records indicate that your absences on _____ were charged as sick leave without medical documentation. You were counseled regarding your use of sick leave on _____.
3. While employees earn sick leave as a matter of right, sick leave is intended to be used only when they are unable to report for duty due to illness, injury, or disease, or when required to attend medical appointments which cannot be scheduled during non-duty hours. A series of non-consecutive absences due to illness is frequently an indication of a more serious condition requiring medical attention. If that is the case here, you are encouraged to visit your private physician.
4. This matter is brought to your attention so that you can take appropriate action to control your use of sick leave and reverse this trend. You are an important part of the working team and any absence vitally affects our efficiency. Continued absences due to illness may require that a medical certificate accompany each request for sick leave.
5. This letter should not be interpreted to mean that sick leave is not to be used. Rather, it is intended to make you aware of the consequences that further absence due to illness may have. Sick leave is a wise and valuable investment and often we act out of habit rather than real cause. Please examine your personal situation and be sure you are taking into consideration all the important factors.

SUPERVISOR
(Signature)

Figure 9-1 Sample Notice of Counseling

Office Symbol

Date

MEMORANDUM FOR

SUBJECT: Notice of Administrative Control of Sick Leave

1. The purpose of this notice is to advise you of the following administrative controls being placed on your continued use of sick leave in order to monitor and regulate it.
2. On _____, I discussed with and issued to you a Notice of Counseling regarding your use of sick leave. Since that time, you have continued to be absent on occasions charged to sick leave. Enclosed is a record of your sick leave usage during the period _____ to _____.
3. Such a sick leave record is excessive and either reflects a serious physical condition requiring prompt medical attention or a tendency to abuse sick leave. Effective immediately, for each absence claimed due to illness regardless of duration, the following will be enforced:
 - a. You will be required to request sick leave as far in advance as possible, but not later than the first two hours of the work day.
 - b. You will be required to call in each day you are incapacitated for duty.
 - c. You must contact me personally, or in my absence, _____, _____ at telephone _____ to request sick leave. No other members of this office are authorized to approve your sick leave.
 - d. Sick leave needed to keep medical appointments must be requested in advance.
 - e. You must provide a statement from a licensed physician or other medical practitioner giving the diagnosis, prognosis, and reasons for incapacity for each requested period of sick leave. This statement is required on the first day of your return from absence, but not later than five calendar days after your return to duty. Unless treatment or examination incapacitates you for the entire day, sick leave will be granted only for the actual treatment time, plus sufficient travel time.
4. These controls will remain in effect until sufficient improvement is noted in your attendance. Within a _____ day period of imposing these controls, I will meet with you to evaluate your record of sick leave usage. If I determine that controls should continue, I will attach a Memorandum for Record to this letter stating the continuation and its reasons.
5. You are hereby advised that failure to comply with the above requirements will result in a disapproval of sick leave and may result in a charge of absence without leave (AWOL) for which disciplinary action will be taken.

Encl

SUPERVISOR
(Signature)

Figure B-2 Sample Notice of Administrative Control of Sick Leave

FD Memo 690-1

FOR THE COMMANDER:

OFFICIAL:
BRYAND D. CAMPBELL
LTC, FA
Chief of Staff

ROBERT R. MACMASTER
Director of Information Management

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